

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.731 OF 2024

Mr. Mohammed Aslam Mohammed)
Akbar Siddique, Age: 48 years, Occupation:)
Business, residing at Flat No. 401, 4th Floor,)
Halima Apartment, 95 Morland Road,)
Mumbai – 400008.)...Petitioner

Versus

1. State Government of Maharashtra through)
Government Pleader,)
Original Side, High Court Bombay)
2. Chief Secretary Ministry of Housing)
Government of Maharashtra Housing)
Department, Mantralaya, Mumbai-400032.)
3. Maharashtra Housing and Area)
Development Authority having office in)
Grihanirman Bhawan (MHADA), Kala)
Nagar, Bandra (E), Mumbai – 400051.)
4. Chief Executive Officer, Maharashtra)
Housing and Area Development Authority)

- having office in Grihanirman Bhawan,)
(MHADA), Kala Nagar, Bandra (E),)
Mumbai – 400051.)
5. Municipal Corporation of Greater Mumbai)
Incorporated and constituted under the)
Municipal Corporation Act, 1888 and)
having registered office at Mahapalika)
Bhavan, Mahapalika Marg,)
Mumbai – 400001.)
6. Chief Executive Engineer,)
Building Proposal Department, E-Ward,)
Municipal Corporation of Greater Mumbai)
having office at E/8, Vidyalankar College)
Road, Dosti Acres, Antop Hill,)
Mumbai – 400037.)
7. Assistant Executive Engineer,)
Building Proposal Department, E-Ward,)
Municipal Corporation of Greater Mumbai)
having office at E/8, Vidyalankar College)
Road, Dosti Acres, Antop Hill,)
Mumbai – 400037.)
8. M/s. Danish Developers, a Partnership)

Firm incorporated under the Indian)
 Partnership Act, 1932 having office at)
 21/B 244/242, Petwala Compound,)
 Maulana Azad Road, Mumbai-400008.)
 9. Matinuddin Moinuddin alias Matinuddin)
 Moinuddin Shaikh, aged about: 54 years,)
 Partner of M/s. Danish Developers having)
 office at 21/B, 244/242, Petwala)
 Compound, Maulana Azad Road,)
 Mumbai – 400008.)...Respondents

CONSENT TERMS

1. That all the disputes between Petitioner and Respondent Nos. 8 and 9 is amicably settled in the terms of this Consent Terms.
2. The petitioner withdraw the petition against Respondent Nos. 1 to 7 for want of prosecution.
3. That the petitioner and the respondents Nos. 8 and 9 agreed and admit the execution of two agreements for providing permanent alternate accommodation dated 17/7/2006 bearing Registration No. BBE-1/7111 of 2006 and agreement for providing permanent alternate accommodation

dated 17/7/2006 bearing Registration No. BBE-1/7112 of 2006 thereby Respondents nos. 8 and 9 agreed to provide two flats to the petitioner on ownership basis in the newly constructed building to be constructed on the property land bearing Cadastral Survey No. 1522, Byculla Division, Maulana Azad Road, Mumbai – 400008, being Exhibits ‘A’ and ‘B’ to the Petition in lieu of tenanted room nos. 19 and 20, both were situated at 2nd Floor, 223-225, Maulana Azad Road, Mumbai – 400008, each admeasuring 225 sq. ft. carpet area.

4. The respondent nos. 8 and 9 agreed and undertake to execute supplementary agreement with the petitioner within 7 days for providing permanent alternate accommodation of two flats each admeasuring 27.88 sq. meters equivalent to 300 sq. ft. carpet area on ownership basis free of cost along with all the basic amenities.

5. Respondent nos. 8 and 9 agreed that they would not be liable to pay to the petitioner monthly rent for the period of 42 months from the date of filing of this consent terms.

6. The Respondent nos. 8 and 9 agreed and undertake that after 42 months from the date of filing of this consent terms, if the respondents Nos. 8 and 9 failed to hand over possession of two flats to the petitioner each admeasuring 300 sq. ft. carpet area in respect of two alternate permanent flats in the newly constructed building to be constructed on Cadastral Survey No. 1522-1523, Byculla Division, Maulana Azad Road, Mumbai –

400008, then respondents Nos. 8 and 9 agreed and undertake to pay to the petitioner Rs.28,000/- per month for each flat till handover peaceful possession of permanent alternate accommodation.

7. The Respondent Nos. 8 and 9 shall obtain Occupation Certificate and handover possession of two flats to the petitioner each admeasuring 300 sq. ft. carpet area free of cost on ownership basis along with all basic amenities.

8. That the terms and conditions of both the registered agreements dated 17/7/2006 as per clause 2 for providing permanent alternate accommodation is modified to the extent that the respondent nos. 8 and 9 shall handover peaceful possession of the two flats to the petitioner in the newly constructed building and handover possession of two flats each admeasuring 300 sq. ft. carpet area on ownership basis, free of cost to the petitioner on any floor in the newly constructed building and all other terms in respect of the agreement for providing permanent alternate accommodation dated 17/7/2006 shall remain unchanged and binding upon the petitioner and respondent nos. 8 and 9 and both the original agreements dated 17/7/2006 bearing registration No. BBE-1/7111 of 2006 and BBE-1/7112 of 2006 read with the supplementary agreement to be executed within 7 days from this Consent Terms.

9. The Writ Petition No. 731 of 2024 is disposed off in terms of this Consent Terms.

Dated this day of September, 2024.

Petitioner

Respondent No. 8

Respondent No. 9

Advocate for Petitioner

Advocate for Respondent Nos. 8 and 9

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Versus

The State of Maharashtra & Ors. ...Respondents

CONSENT TERMS

Dated this day of September, 2024.