

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 1977 OF 2024

Mohammed Salim Mohd. Akbar Siddique)
Age: 46 years, Occupation: Service)
residing at Room No. 1102, Rehmani Tower,))
Gosh Bazar, 11th Floor, Maulana Azad Road,))
Mumbai – 400008.)...Petitioner

Versus

1. The State 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)
 registered office at 21/B, 244/242, Petwala)
 Compound, Maulana Azad Road,)
 Mumbai – 400008.)...Respondents

CONSENT TERMS

1. All the disputes between petitioner and respondent nos. 8 and 9 is amicably settled in terms of this consent terms.
2. The Petitioner withdraw the petition against respondent nos. 1 to 7 for want of prosecution.
3. The petitioner and respondent nos. 8 and 9 agreed and admit the execution of two agreement for providing permanent alternate accommodation dated 17/7/2006 bearing Registration No. BBE-2/6876/2006 and BBE-2/6879/2006 and thereby Respondents Nos. 8 and

9 agreed to provide two flats to the petitioner on ownership basis free of cost in the newly constructed building to be constructed on the properly land bearing cadastral survey no. 1522-1523, Byculla Division, Maulana Azad Road, Mumbai – 400008, being Exhibit ‘A’ and ‘B’ to the petition in lieu of tenanted room no. 21 and room no. 22, both situated at 2nd Floor, 223-225 Maulana Azad Road, Mumbai – 400008, each admeasuring 225 sq. ft. carpet area.

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

5. The respondents nos. 8 and 9 agreed that they would 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 Respondents 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 handover possession of the two flats to the petitioner each admeasuring 300 sq. ft. carpet area in the newly constructed building to be constructed on cadastral survey No. 1522-1523, Byculla Division, Maulana Azad Road, Mumbai – 400008, then the respondents nos. 8 and 9 agreed and undertake to pay to the petitioner Rs.28,000/- per month for

each flat till handover possession peaceful possession of the permanent alternate accommodation.

7. The respondents nos. 8 and 9 agreed and undertake to complete the building in all respect and obtain occupation certificate and handover possession of the two flats each admeasuring 300 sq. ft. carpet area on ownership basis free of cost to the petitioner along with all the basis amenities within a period of 42 months from the date of filing of this consent terms.

8. The terms and conditions of both the registered agreements dated 17/7/2006 as per clause 2 thereof 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 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 respondents nos. 8 and 9 and both the original agreements dated 17/7/2006 bearing Registration No. BBE-2/6876 of 2006 and BBE-2/6879 of 2006 read with the supplementary agreement to be executed within 7 days from this Consent Terms.

9. The Writ Petition No. 1977 of 2023 is disposed off in terms of the this Consent Terms.

Dated this 30th 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.