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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 632 OF 2024

M/s. Jet Builders LLP and Anr. ...Petitioners
Versus
State of Maharashtra and Ors. ...Respondents

Ms Vidya Nair, *a/w Dhvani Rughani i/b Diren H Shah, for the
Petitioners.*

Mr Sujit Upadhyay, *a/w Udaybhan Tiwari, Niraj Prajapati i/b
Udaya Sankar Samudrala, for Respondent No.4.*

Mr Ketan Parekh, *a/w Pratima Soundalkar i/b K R Parekh and Co.,
for Respondents 5 to 9.*

Mr Abhay L Patki, *Addl. GP, for the Respondent-State.*

Ms S Tondwalkar, *for the Respondent-BMC.*

**CORAM M.S. Sonak &
Kamal Khata, JJ.**
DATED: 24th July 2024

PC:-

1. In line No.2 of paragraph No.2 of our order dated 16 July 2024, the word “was” should be deleted. Necessary correction to be carried out in the original order and the order uploaded on the website.
2. Heard learned counsel for the parties.

3. Learned counsel for the petitioners and respondents 5 to 9 hand in minutes of the order, which are taken on record and marked “X” for identification with today’s date. The minutes have been signed by the advocates for the petitioners and respondents 5 to 9.
4. At the request of learned counsel for respondents 5 to 9 we record that respondents 5 and 6 are present in this Court. Said respondents stated that they were aware of what was stated in the minutes and agreed to what was stated therein. They state that they have no objection if the petition is disposed of based on the minutes of the order.
5. Learned counsel for respondents 5 to 9 states that the agreement contemplated in the minutes will be executed within a week from today. The statement is accepted.
6. Learned counsel for the petitioners and respondents 5 to 9 have clarified that nothing in the minutes will bind the State, MCGM or any other statutory authorities. They clarify that this is basically an agreement between the petitioners and respondents 5 to 9.
7. After perusing the minutes, we find nothing in them that could be said to be opposed to public policy. Accordingly, we accept the minutes and make an order based on them.
8. The minutes are transcribed below for the convenience of reference:-

*“IN THE HIGH COURT OF JUDICATURE AT
BOMBAY*

ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 632 OF 2024

Jet Builders LLP & Anr.

...Petitioners

Versus

State of Maharashtra & Ors

...Respondents

Minutes of the Order

- 1. The present petition has been filed by the Petitioners seeking various reliefs including direction against the MCGM i.e. Respondent No.2, pursuant to Notices issued under Section 354 of the MMC Act, in view of the facts and circumstances mentioned in the petition.*
- 2. The Respondent No.5 confirms that he is in exclusive use, occupation and possession of the Room admeasuring 190 sq. ft. carpet area, the Respondent Nos.6 to 8 confirm that they are in exclusive use, occupation and possession of a Room admeasuring 190 sq. ft. carpet area, and similarly, the Respondent No.9 confirms that he is in exclusive use, occupation and possession of the Room admeasuring 190 sq. ft. carpet area. The Respondents confirm that save and except them, no one else is in use, occupation and possession of their aforesaid respective premises as mentioned in the subject petition.*
- 3. In terms of the prayer Clause "C" of the Petition, the Petitioners and Respondent Nos. 5 to 9 agree and undertake to execute registered Agreement for permanent alternate accommodation interalia allotting Permanent Alternate Accommodation to the Respondent No.5, the Respondent Nos.6 to 8 together and the Respondent No.9 respectively, in lieu of their existing premises as mentioned in the petition, within a period of one week from filing of this Minutes of Order.*
- 4. The said Agreements for Permanent Alternate Accommodation ('said PAA') shall be in the same form as*

executed with the other tenants, save and except to the extent of the commercial terms and would interalia have the following broad terms as offered by the Petitioners as under:-

a) The area of the new residential premises to be provided to the aforesaid Respondents in the said PAA would be 350 sq. ft. Rera Carpet area.

b) The Petitioners shall provide rent towards the temporary transit accommodation of the Respondent No.5, the Respondent Nos.6 to 8 together and the Respondent No.9 respectively being a sum computed @ Rs. 90/- psf of the actual area of the premises occupied by the aforesaid Respondents and accordingly, the Petitioner No.1 shall pay a sum of Rs. 17,820/- p.m. to Respondent No.5, the Respondent Nos.6 to 8 together and the Respondent No.9 respectively and the same shall be paid by the Petitioner No.1 to the aforesaid Respondents vide monthly post-dated cheques. The aforesaid rent shall be payable from the date of the aforesaid Respondents handing over the vacant and peaceful possession of their respective existing premises to the Petitioner and the Petitioner shall continue to make payment of the same until the possession of the new premises is offered the aforesaid Respondents. The Petitioner No.1 shall issue 36 Post-dated cheques for the aforesaid rent amount to the Respondent No.5, the Respondent Nos.6 to 8 together and the Respondent No.9 respectively and if the project is not completed within the said period, further Post-dated cheques, depending upon the stage of development then, would be provided.

c) A lumpsum amount of Rs. 2,00,000/- (Rupees Two Lakhs) towards inconvenience charges shall be paid by Petitioner No.1 to the Respondent No.5, the Respondent Nos.6 to 8 together and the Respondent No.9 respectively and the same shall be paid by the Petitioner No.1 in two instalments i.e. (i) 50% at the time of the aforesaid Respondents handing over the possession of the existing

premises to the Petitioner No.1 in terms hereof and (ii) remaining 50% at the time of the Petitioner No.1 handing over the possession of the new premises to the Respondents.

5. In view of the aforesaid, the Respondent Nos. 5 to 9 agree and undertake to vacate their respective premises [which is in their respective exclusive use, occupation and possession] within 10 days from the date of execution of the said PAA i.e. Agreements for PAA with the Respondent No.5, the Respondent Nos.6 to 8 together and the Respondent No.9 respectively, the parties agree and undertake to remain present before the office of the Sub-registrar of Assurances to admit execution of the Agreements for PAA.

6. In view of the aforesaid settlement arrived at between the parties, the Respondent No. 5 agrees and undertakes to withdraw Suit No. 819 of 2023 and consequentially, A.O No. 799 of 2023 pending before this Hon'ble Court.

7. In view of the aforesaid settlement arrived at between the parties, the Respondent No. 9 agrees and undertakes to withdraw Suit No. 831 of 2023 and consequentially, A.O No. 795 of 2023 pending before this Hon'ble Court.

8. All the allegations by the parties in the present proceedings stand withdrawn and none of them shall make any further claims and/or grievances against each other in any account whatsoever.

9. Save and except the aforesaid the Respondent No.5, the Respondent Nos.6 to 8 together and the Respondent No.9, shall not be entitled to make any demands against the Petitioners and/or the Respondent No.4 society on any account whatsoever and neither shall the Petitioners be required to provide anything more than what is mentioned hereinabove, to the aforesaid Respondents and/or to anyone claiming by, from, through and/or under them and/or their pre-decessors in title.

10. The present petition shall stand disposed-off in terms of the above.

11. Liberty to apply.

Dated this 24th day of July, 2024

Advocate for the Petitioners

*Advocate for
Respondent Nos.5 to 9”*

9. The Writ Petition is disposed of in terms of the above minutes of the order.
10. There shall be no order for costs.
11. The minutes of the order shall be preserved and not to be destroyed in the usual course.
12. All concerned to act on the authenticated copy of this order.

(Kamal Khata, J)

(M.S. Sonak, J)