

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.2213 OF 2025

Nadeem Mohammed Kaleem Ansari	]	Petitioner
Versus		
Bhiwandi Nizampur Municipal Corporation,	]	
Bhiwandi and others	]	Respondents

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Mr. Wasim Ansari, for Petitioner.

Mr. Narayan R. Bubna, for Respondents No.1 and 2.

Mr. Shekhar Jagtap a/w Sairuchita Chowdhary i/b Ms. Mansi Joshi, for Respondent No.3.

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**CORAM : G.S. KULKARNI &
ARIF S. DOCTOR, J.J.**

DATE : 22nd July, 2025.

P.C:

1. The Petitioner has filed the present Petition challenging two notices, viz (i) Notice dated 14.01.2025 (Exhibit - A annexed to the Petition) and (ii) Notice dated 07.02.2025 (Exhibit - B annexed to the Petition), issued by the Respondent No.1 and 2 - Corporation praying that the four flats in the building known as Municipal House No.392/A, Ziyauddin Seth Building, Near Bharat Gas Godown, Ansari Road, 4th Nizampura, Bhiwandi, Thane – 421 302, whereby the petitioner is ordered to vacate these flats as the writ structure has been declared as dangerous in the C-1 category by respondent No.1 – Municipal Corporation.

2. On 20th February, 2025 a co-ordinate bench of this Hon'ble Court granted an ad-interim relief on this petition in terms of prayer clause (e) clarifying that "It is however made clear that, the occupation of Petitioner and his family members in the writ structure is entirely at their own risk, cost and consequences. In the interregnum, in case of any untoward or unfortunate incident occurs causing damage or loss to the life or limb of any of the occupants or even to a passerby, the Petitioner, shall be solely held responsible for the civil and/or criminal liability arising therefrom and the Officers of Respondent Nos. 1 and 2 are absolved from it" The said relief was continued from time to time.

3. Respondent no 3 has filed short affidavit highlighting the status of the property along with a structural audit report confirming the writ structure to be as C-1 category. On 21st July 2025, when the case was listed before us, on behalf of Respondent No 1 and 2 – Corporation, it was confirmed that the writ structure is in dilapidated condition. It was urged that considering the status of the Writ Structure and in the interest of public health and safety, it was necessary to demolish the structure at the earliest.

4. In view of the forgoing the Petitioner, his family members and Respondent No. 3 through their Counsel have agreed before us to vacate the writ structure and go for joint development of the writ structure.

5. The petitioner accordingly agreed to the following order being passed;
- “(a) Rule. Returnable forthwith.
- (b) The Petitioner and his joint family members who own four flats in the writ structure viz. one flat on the 1st floor and three flats on the 2nd floor, shall vacate the same within a period of 3 weeks from the date of this Order, in accordance with the demolition notice issued by Respondent no 1 and 2 corporation 14.01.2025 and 07.02.2025;
- (c) On the respective premises being vacated, Panel Architect appointed by Municipal Corporation shall take measurements of the carpet area of the respective premises. Fees of such Architect be borne equally by the parties and/or deposited with the Municipal Corporation.
- (d) The Petitioner and Respondent has decided to go for joint development of the Writ Structure through a mutually appointed developer within two months from today.
- (e) The Petitioner and his joint family members as well as Respondent No. 3 agree to make an endeavour for appointment of the developer as early as possible and both parties are at liberty to deal with the developer.
- (f) The Petitioner and his joint family members as well as Respondent No. 3 agree that they will get flats as per the carpet area as well as any incidental benefits in accordance with law and they agree that they would not make any unreasonable demands. The carpet area would be as per the sanction plans and the areas mentioned in the sale deed on carpet area basis.
- (g) In the event, within the time period as set out in paragraph 7, clause (b), the parties do not vacate their respective tenements, Municipal Corporation is free to take appropriate action in accordance with law and evict the occupants of the premises.

(h) For a period of occupation as mentioned in clause (b) of paragraph 7, occupants of the building shall occupy their premises at their own risk and consequences and in the event of any untoward incident of a collapse, the occupants shall not hold Municipal Corporation or any other Authorities responsible of any criminal or civil liability, as also the occupants shall also be responsible and liable to any third parties.

(i) All contentions of the parties on the redevelopment and any issue thereunder are expressly kept open.

(j) Rule is made absolute in above terms. No order as to costs.

(k) No further reliefs are sought by the parties, and accordingly, the writ petition stands disposed of.

[ARIF S. DOCTOR, J.]

[G.S. KULKARNI, J.]