

Iresh

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CONTEMPT PETITION NO. 449 OF 2025

IN

APPEAL FROM ORDER NO. 638 OF 2024

Mehta and Co. Thr. Its PartnerPetitioner
Mr. Nikhil Verma

Vs.

Municipal Corporation of Greater MumbaiRespondent
Thr. The Municipal Commissioner

WITH

INTERIM APPLICATION NO. 9748 OF 2025

IN

APPEAL FROM ORDER NO. 638 OF 2024

Municipal Corporation of Greater MumbaiApplicant
Thr. Municipal Commissioner

Vs.

Mehta and Co. Thr. Its PartnerRespondent
Mr. Nikhil Verma

WITH

INTERIM APPLICATION NO. 10399 OF 2025

IN

APPEAL FROM ORDER NO. 638 OF 2024

Ampersand Buildcon Private LimitedApplicant

Vs.

Mehta and Co. Thr. Its PartnerRespondent
Mr. Nikhil Verma

IRESH
MASHAL

Digitally
signed by
IRESH
MASHAL
Date:
2025.08.16
14:50:44
+0530

Mr. Mayur Khandeparkar a/w Mr. Mehul Shah for the applicant
Mr. Raveen Palekar a/w Mr. Shivam Chitlangia in CP 449/2025
Mr. Shanay Shah a/w Mr. Abhishek Nikharge for respondent
no. 3 in IA 10339 of 2025.

Mr. Chaitanya Chavan a/w Mr. Om Suryawanshi i/b Ms. Komal
Punjabi for respondent-BMC

Mr. Subhash Sambre, Estate Officer, Mr. Sanjay Pol A.E.
(Maint) F/S

CORAM : GAURI GODSE, J.

DATE : 12th AUGUST 2025

ORDER:

1. Learned counsels for the parties make a grievance that though this Court has passed an order on 4th August 2025, the same is not uploaded. The original order of 4th August 2025 is part of the record, however, it appears that the same is not uploaded.

2. The concerned Private Secretary who is responsible to upload the order shall upload the order forthwith.

3. This contempt petition is filed by the original plaintiff (appellant) making a grievance that the directions issued by this Court in Appeal From Order No. 638 of 2024 on 4th April 2025 are not complied with by the Corporation. By the Judgment and Order dated 4th April 2025, this Court had issued

directions as follows:

“(i) The order dated 26th June 2024 passed in L.C. Suit No. 73 of 2024 is quashed and set aside.

(ii) The corporation shall provide temporary alternate accommodation for an area equivalent to 1319.97 sq.ft in the same vicinity to the plaintiff within four weeks from today.

(iii) It is clarified that temporary alternate accommodation will be provided till the handing over of the permanent rehab component to the plaintiff as permissible under the redevelopment scheme.

(iv) The plaintiff would be entitled to the temporary transit accommodation only till the rehab component is offered to the plaintiff by following the necessary procedure under the rehabilitation scheme.

(v) The corporation shall pay the amount of Rs.2,00,000/- towards the cost of litigation to the plaintiff. Costs shall be paid directly to the official representative of the plaintiff within four weeks from today.

(vi) The corporation is at liberty to recover the amount of cost

from the erring officers.

(vii) The appeal is allowed in the aforesaid terms.

(viii) All concerned to act on an authenticated copy of this order.”

4. With reference to the operative directions, this Court had observed regarding the plaintiff's entitlement for restoration of the status-quo in paragraph 25 of the Judgment. The relevant part of the clarification in paragraph 25 reads as under:

“25. For the reasons recorded above, I am convinced that the action of demolition in this case is highly arbitrary and malafide, as no due process has been followed. Hence, the plaintiff is entitled to restoration of the status quo ante. However, the fact that the grant of mandatory injunction to reconstruct is likely to affect the redevelopment process where the rights of 208 occupants are also involved cannot be ignored. Hence, to balance the equities, the reliefs prayed by the plaintiff can be modified by directing the corporation to provide a temporary alternate accommodation equivalent to the area that was occupied by the plaintiffs, i.e. 1319.97 sq.ft as recorded in the letter dated 16th October 2023 in the same vicinity.”

5. Learned counsel for the Corporation submits that there was some difficulty in handing over alternate accommodation in

the same vicinity. The Corporation had issued a letter dated 6th June 2025 calling upon the developer to remove the temporary structures and the construction material on the plot to enable the Corporation to build temporary alternate accommodation for handing it over to the appellant in compliance with the directions issued by this Court on 4th April 2025. The Corporation had also issued a stop work notice to the developer. Hence, the society had filed the Writ Petition before the Division Bench of this Court. While disposing of the Writ Petition, the Division Bench granted liberty to seek appropriate clarification from this Court. Pursuant to the liberty granted, the developer has filed Interim Application No. 10399 of 2025 seeking clarification that the observations made by this Court in paragraph 25 for providing temporary alternate accommodation in the same vicinity cannot be interpreted to mean that temporary alternate accommodation is required to be constructed in the project which is under redevelopment. The Corporation has subsequently withdrawn the stop work notice and the Writ Petition before the Division Bench is disposed of.

6. The Corporation has filed Interim Application No. 9748 of 2025 praying for condonation of delay in applying for extension

of time to comply with the directions passed by this Court. The Corporation has shown willingness to hand over temporary transit accommodation in the same project which is under redevelopment based on a letter issued by the developer on 20th June 2025 alongwith the particulars of the transit accommodation that can be handed over to the appellant.

7. The appellant has grievances regarding the status of the temporary alternate accommodation offered by the Corporation and the developer. According to the appellant, the transit accommodation is not in a habitable condition.

8. In view of the dispute regarding the availability of the temporary alternate accommodation which is to be provided to the appellant in compliance of the directions issued by this Court, the Corporation and the developer have offered to make the payment of a higher rent for temporary accommodation to the appellant. The Corporation and the developer have offered the rent towards temporary accommodation at the rate of Rs. 150/- per square feet, per month. The developer has agreed to make payment at the rate of Rs. 150/- per square feet, per month from the date of order i.e. 4th April 2025.

9. The partner of the appellant, Mr. Nikhil Verma who is

present in the Court, with consent of other partners, agreed to accept the rent amount for temporary alternate accommodation as offered by the developer and the Corporation.

10. In view of this arrangement agreed between the parties, no further adjudication in the Contempt Petition and both Interim Applications would be necessary.

11. The statement made on behalf of the Corporation, the developer and the appellant are accepted as assurances and undertakings to this Court.

12. The appellant shall provide the bank details of the appellant-partnership firm to the learned advocate appearing for the Corporation and learned advocate appearing for the developer within two days from today. After the details are provided, the developer is permitted to transfer the amount as agreed to the said bank account.

13. It is clarified that the amount payable would be at the rate of Rs. 150/- per square feet, per month for the area 1319.97 square feet which was occupied by the appellant in the project before demolition of the structure.

14. Learned counsels for the Corporation and the developer on instructions submit that the issue regarding the exact area to

be handed over to the appellant towards the permanent alternate accommodation be kept open to be decided in the pending suit. However, they on instructions agree that there is no dispute on the appellant's entitlement to receive permanent alternate accommodation. It is therefore clarified that the issue regarding the entitlement of the appellant towards the exact area for permanent alternate accommodation is kept open to be decided in the pending suit. Rival contentions of the parties in respect of the same are kept open.

15. It is therefore, clarified that the amount agreed to be paid towards temporary alternate accommodation as recorded above would be paid till handing over of permanent alternate accommodation to the appellant after completion of the project. It is further clarified that the amount towards temporary alternate accommodation as recorded above should be regularly paid to the appellant, till the date of offering permanent alternate accommodation in the redeveloped project in writing to the appellant, after occupancy certificate is received.

16. It is further clarified that if the payment towards temporary alternate accommodation is increased to the other occupants,

the appellant would be entitled to the same rate of increase in the rent amount as agreed to be paid as recorded in this order.

17. The Contempt Petition and both the Interim Applications are disposed of in aforesaid terms.

[GAURI GODSE, J.]