

Prajakta Vartak

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION (L.) NO. 39590 OF 2025

AND

WRIT PETITION NO. 2217 OF 2025

WITH

INTERIM APPLICATION NO.12 OF 2025

WITH

INTERIM APPLICATION (L.) NO. 11528 OF 2025

Kamlakar Shantaram Mate

...Petitioner

Vs

The State of Maharashtra & Ors.

...Respondents

Ms. Ratna Jaiswal for Petitioner.

Mr. Vikrant Parshurami, AGP for State.

Mr. P. G. Lad with Ms. Sayali Apte for Respondent/MHADA.

Mr. Jaydeep Deo for Respondent Nos.4 & 5 in WPL No. 39590/25 and for Respondent Nos.5 & 6 for W.P. No. 2217/25.

CORAM: G. S. KULKARNI &

AARTI SATHE, JJ.

DATE: 22 DECEMBER 2025.

P.C.

1. These two writ petitions are filed seeking reliefs in respect of the same premises. We, therefore, find it convenient to dispose of both the petitions by a common order.

2. At the outset, we may observe that the premises in question are claimed by the petitioner to be in his possession as a tenant of respondent nos.4 and 5, namely, Latish Gopal Shetty and Ramkrishna Gopal Shetty. A civil suit has been filed by the said landlords seeking eviction of the petitioner, being R.A.E. Suit No. 270/384 of 2006, before the Small Causes Court, Mumbai. Also a suit has been filed on behalf of the petitioner seeking a declaration that the petitioner is a

tenant/member of respondent no.3 society, being R.A.D. Suit No. 1645 of 2012, also before the Small Causes Court, Mumbai. Both suits are stated to be pending.

3. In the meantime, during the pendency of the suits, the building in question has been taken up for redevelopment. The petitioner apprehends an eviction in respect of premises in which the petitioner is running a hair-cutting salon under the name and style 'Darbar Hair Cutting', as the redevelopment needs to proceed further. It is in these circumstances, the present petitions are filed praying for the following reliefs:-

Writ Petition (L.) No. 39590 of 2025

“(a) That this Hon'ble Court be pleased to issue appropriate writ to the Respondents No.1 & 2 and to direct them to declare the Petitioner as the occupant of the suit shop no.3 i.e. Shop No.3, situated at C.S. No.19/76, Dadar Naigoan Division, Jenabhai Hassan Ali CHS Building, Building No.99E, Gokuldas Pasta Road and Dadasaheb Phalke Road, Dadar, (C.R.) Mumbai 400 014, as per D.C.P.R. 2034 Regulation 33 (7);

(b) Pending the hearing and final disposal of this Writ Petition, the Respondents No.1 & 2 may be direct to reconsider their letter dated 19.9.2024 and the Remark "Kept in Abeyance" may be deleted and to declare the Petitioner as the occupant of the suit shop no.3;

(c) Pending the hearing and final disposal of this Petition, that this Hon'ble Court be pleased to take appropriate action against the Respondents No.4 & 5 for fraud and cheating by submitting the false Affidavit dated 30.12.2023 to MHADA;

(d) Ad-interim and interim reliefs in terms of prayer clauses (b) & (c) as above;

(e) Any such other and further reliefs as the nature and the circumstances of the case may require be granted.

Writ Petition No. 2217 of 2025

“(a) That this Hon'ble Court be pleased to issue appropriate writ to the Respondents and to restrain the Respondents No.1 & 2 not to change their records to any other persons including the Respondents No.5 & 6 in respect of the shop no.3 i.e. Shop No.3, situated at C.S. No.19/76, Dadar Naigoan Division, Jenabhai Hassan Ali CHS Building, Building No.99E, Gokuldas Pasta Road and Dadasaheb Phalke Road, Dadar, (C.R.) Mumbai 400 014;

(b) Pending the hearing and final disposal of this Writ Petition, the

Respondents No.1 & 2 may be restrain to change their records to any other persons including the Respondents No.5 & 6 in respect of the shop no.3 i.e. Shop No.3, situated at C.S. No.19/76, Dadar Naigoan Division, Jenabhai Hassan Ali CHS Building, Building No.99E, Gokuldas Pasta Road and Dadasaheb Phalke Road, Dadar, (C.R.) Mumbai 400 014; ;

(c) Pending the hearing and final disposal of this Petition, that this Hon'ble Court be pleased to restrain the Respondent Nos.3, 4, 5 & 6 to sign and to execute any Agreements/consent from or other documents for the permanent alternative accommodation/transit accommodation/rent in lieu of the shop no.3 i.e. Shop No.3, situated at C.S. No.19/76, Dadar Naigoan Division, Jenabhai Hassan Ali CHS Building, Building No.99E, Gokuldas Pasta Road and Dadasaheb Phalke Road, Dadar, (C.R.) Mumbai 400 014, in favour of the Respondents No.5 & 6.

(d) Ad-interim and interim reliefs in terms of prayer clauses (b) & (c) as above;

(e) Any such other and further reliefs as the nature and the circumstances of the case may require be granted.”

4. At the outset, on behalf of the landlords, Mr. Deo, learned counsel, made a statement that his clients are ready and willing to enter into a Permanent Alternate Accommodation Agreement with the petitioner, however, the same shall be subject to the outcome of the pending suits. In our opinion, the stand taken on behalf of the landlords is fair. We are, thus, of the opinion that the petitioner ought not to obstruct the redevelopment and needs to enter into a Permanent Alternate Accommodation Agreement, with a specific clause therein that the agreement shall be subject to further orders/judgment as may be rendered in the pending suits before the Small Causes Court.

5. Mr. Lad, learned counsel who represents MHADA, submitted that the MHADA cannot be averse to the aforesaid arrangement, and that, in the facts and circumstances of the present case, particularly in view of the dispute on tenancy rights being pending before the Small Causes Court, the stand taken by the landlords being fair is his submission.

6. In this view of the matter, we are of the opinion that the petitions can be conveniently disposed of, as firstly, the petitioner cannot obstruct the redevelopment, and secondly, the rights of the petitioner would be fairly protected by the landlords entering into a Permanent Alternate Accommodation Agreement with the petitioner. The petitions are accordingly disposed of in terms of the following order:-

ORDER

- i. The Permanent Alternate Accommodation Agreement be entered into between the petitioner, the landlords/respondent nos.4 and 5, and the developer within a period of 15 days from today.
- ii. Within 10 days from the date of execution of such agreement, the petitioner shall vacate the premises and make way for the redevelopment.
- iii. All rights and contentions of the parties in the pending suits are expressly kept open.
- iv. Needless to observe that MHADA would take an appropriate position accordingly.
- v. The writ petitions stand disposed of in the aforesaid terms. No costs.
- vi. The interim applications would not survive and are accordingly disposed of.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)