

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION NO. 2443 OF 2025**

Anil Bhimsingh Kanojia & ors.

...Petitioner(s)

Versus

The State Of Maharashtra & Ors.

...Respondent(s)

Mr. R. D. Soni a/w. Mr. Dharam Sharma, Ms. Uma Sharma i/b. Dharam & Co., for
Petitioner Nos. 1, 2, 4, 6 to 10.

Ms. Poonam Mital, AGP for State.

Ms. Ravleen Sabharwal a/w. Ms. Aarushi Yadav, for SRA.

Mr. Mayur Khandeparkar a/w. Mr. Aftab Diamondwala, Noorain Patel, Mr.
Pradeep Jain, Mr. Vijay Dali, Ms. Vandana Kumar i/b. Diamondwala & Co., for
Respondent No.5.

Ms. Pushpa Yadav i/b. Ms. Komal Punjabi, for BMC.

**CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.**

DATE: 16th October 2025

P.C.

1. On the backdrop of the orders passed by us on the present proceedings yesterday i.e. 15th October 2025, the proceedings are today listed to record the consensus as arrived between petitioner Nos.1, 2, 4, 6 to 10 and respondent No.5 who have amicably resolved the dispute in terms of the Minutes of Order, which are placed on record, recording the terms of agreement between these parties.

2. In the Minutes of Order, these parties have agreed to the following terms of settlement, which would govern the dispute which is the subject matter of adjudication in the present proceedings. The terms reads thus :

MINUTES OF ORDER

1. Petitioners No.1, 2, 4 and 6 to 10 and Respondent No.5 have amicably resolved the dispute, which is the subject matter of this Petition in accordance with the terms mentioned hereunder.

**SHUBHADA
SHANKAR
KADAM**

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2. The Respondent No.5 agree and undertake to:
 - a. pay to each of the Petitioners No.1, 2, 4 and 6 to 10, monthly Transit Compensation at the rate of Rs.30,000/- (Rupees Thirty Thousand only) per month for three (3) years in advance commencing from the date of handing over the possession of the existing temporary arrangement for Rassi from 15th November 2025 till 14th November 2028.
 - b. deposit in this Hon'ble Court further advance Transit Compensation for two (2) years, commencing from 15th November, 2028 to 14th November, 2030 with an increment at the rate of 7% per annum as under:-
 - (i) Rs. 30,81,600/- being the transit rent for a period of one year calculated at the rate of Rs.32,100/- (Rupees Thirty Two Thousand One Hundred only) per month for the period 15th November 2028 till 14th November 2029.
 - (ii) Rs.32,97,312/- being the transit rent for a period of one year calculated at the rate of Rs.34,347/- (Rupees Thirty Four Thousand Three Hundred Forty Seven only) per month for the period 15th November 2029 till 14th November 2030.
3. The Respondent No.5 shall hand over the cheques drawn in favor of the Petitioners No.1, 2, 4 and 6 to 10 to the Advocates of these Petitioners on 18th October 2025 for the period of three years in advance commencing from 15th November 2025 till 14th November 2028. The Advocates of these Petitioners shall hand over the cheques to the said Petitioners on 15th November 2025 against these Petitioners handing over the vacant and peaceful possession of the existing temporary alternate arrangement to the Respondent No.5 and if these petitioners fails to handover vacant and peaceful possession against the receipt of the cheques, the Respondent No. 5 will be at liberty to remove petitioners with police assistance if required without requiring any further order from any authority or court.
4. The temporary compensation for the aforesaid 2 years as per clause 2 (b) (i) and (ii) above shall be deposited by the Respondent no.5 with the office of the Prothonotary and Senior Master, High Court Bombay on or before 15th November 2025. Prothonotary and Senior Master, High Court Bombay shall invest this amount for a period of 3 years with the Nationalized Bank. The Prothonotary and Senior Master, High Court Bombay shall disburse the said amount of compensation to each of the Petitioners No.1, 2, 4 and 6 to 10 upon expiry of the period of first 3 years and interest accrued thereon shall be paid over to the Respondent No. 5 (Resonant Realtors Project Private Limited).
5. In the event of death of any of the Petitioners No.1, 2, 4 and 6 to 10,

his/her spouse and in absence of spouse, the legal heirs of deceased Petitioner, shall be entitled to withdraw his/ her monthly transit compensation deposited in this Hon'ble Court, subject to being declared eligible by MCGM.

6. The Respondent No.5 shall build, complete and handover Dhobighat Reservation to MCGM in terms of Order dated 29th November, 2016, passed by the Hon'ble High Power Committee in Appeal No.7 of 2016, being at Exhibit-F to the Petition, within a period of 5 years from vacant site for construction being made available, subject to force majeure.
7. The Petitioners No.1, 2, 4 and 6 to 10 agree and undertake to vacate and handover to the Respondent No.5 their present Drying Accommodation on or before 15th November 2025. Respondent no.5 will provide assistance to these Petitioners to shift their Rassis to any such other place as may be indicated by the Petitioners within the limit of Mumbai.
8. Undertaking given by the parties hereto is accepted.
9. Parties agree that these Terms are entered into in the peculiar facts of this case and cannot be treated as precedent.
10. Liberty to apply.
11. Petition be disposed of against these Petitioners in the above terms.

3. Mr. Khandeparkar, learned counsel for respondent No.5, on instructions, has submitted that insofar as the statement of respondent No.5 that respondent No.5 shall handover cheques, his clients are also prepared to handover demand drafts.

4. We accept the statement as made by Mr. Khandeparkar, learned counsel for respondent No.5.

5. In our opinion, the settlement as brought above is a reasonable settlement and is intended considering that the project needs to be taken forward by respondent No.5, which would ultimately be for the benefit of all the parties. We are accordingly inclined not to subject the orders dated 15th October 2025, as contained

in paragraphs 1, 2, and 3, to the parties who are signatories to the Minutes of Order. These orders shall operate only in respect of those who are not signatories to the said Minutes of Order.

6. The Minutes of Order are, accordingly, taken on record and marked “X” for identification.

7. The petition stands disposed of in terms of Minutes of Order and our aforesaid observations. No costs.

8. Needless to observe that the moment respondent No.5 hands over the permanent accommodation premises, which would be utilised by the petitioners, the Municipal Corporation shall handover the same to the petitioners and to whosoever are entitled in accordance with law.

(AARTI SATHE, J.)

(G. S. KULKARNI, J.)