

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

WRIT PETITION NO. 627 OF 2026

Vijay Kantilal Parmar & Ors.

... Petitioners

vs.

Municipal Corporation of Greater
Mumbai and Others

... Respondents

...

Mr.Vishal Kanade with Mr.Amit Kanani and Ms.Khyati Kanani i/b. Kanani
& Co. for Petitioner Nos. 1 to 3, 5, 6, 8 to 13, 15 and 17.

Mr.Burjis Datar i/b. Mr.Rohit Yadav for Petitioner Nos. 7, 8 and 20.

Mr.Chaitnya Chavhan with Ms.K.H.Mastakar for Respondent Nos. 1 to 4-
Municipal Corporation.

Mr.Pradeep Thorat i/b. Ms.Chinmaya Acharya for Respondent Nos. 5 and
6.

Mr.Anil Sakhare, Senior Advocate with Mr.Amogh Singh, Mr.Bhavin
Bhatia and Ms. Krutisha Pandey for Respondent No. 7.

...

**CORAM : RAVINDRA V. GHUGE &
HITEN S.VENEGAVKAR, JJ.**

DATE : APRIL 21, 2026

P.C:

1. This matter was heard yesterday and was posted today, since
there was a possibility of the Petition being worked out.

2. This matter was heard today in the first session for quite some

time. The parties have decided to tender bullet points to the Court on the basis of which this Petition could be disposed off.

3. A copy of the bullet points is tendered to the Court and is marked as 'X' for identification.

4. Petitioner Nos. 7 and 20, namely, Harishankar Rajaram Halwai and Bhavesh Mansukha Bhatti, respectively, have settled their dispute with Respondent No. 7, and as their grievances stand redressed, they seek leave to delete their names from the Petition. Such deletion is permitted. Including Petitioner Nos. 7 and 20, 70 out of 80 tenement holders have settled their dispute with Respondent No. 7.

5. By consent of the parties, this **Petition is disposed off** with the following observations/directions :

(a) We are informed that Respondent No. 7/Developer has already settled with 70 tenement holders on certain terms, which are assured to be maintained on parity, with the remaining Petitioners before the Court.

(b) Petitioner Nos. 1 to 3, Petitioner Nos. 5 to 13 (except Petitioner No. 7), Petitioner No. 15, and Petitioner No. 17, would execute a PAAA with Respondent No. 7 in respect of their respective premises. Such agreement

would be executed and registered within 14 days from today. The said Petitioners would be entitled to one unit each on an ownership basis in the redeveloped premises, free of cost.

(c) These Petitioners would be entitled to an additional area of 15% of RERA carpet area on their existing areas, as certified by MCGM in the area statement dated 30.07.2025.

(d) On execution of the PAAA, cheques towards hardships compensation would be handed over to these Petitioners, and they would hand over vacant and physical possession of their respective tenements within 48 hours from the date and time of such execution, and not beyond 21 days from today.

(e) Respondent No. 7/Developer would pay all occupants, including these Petitioners, monthly compensation towards temporary alternate accommodation at the rate of Rs. 15,000/- per month for tenements having a carpet area of up to 185 sq. ft., and Rs. 20,000/- per month for tenements having a carpet area above 185 sq. ft.

(f) The payment of such compensation shall commence from the date of possession of the new permanent alternate premises. The first six

months compensation payment would be made via post-dated cheques after vacating the premises, and thereafter, monthly payments would be made, on or before the 10th day of each month. The amount shall increase by 5% after every 12 months till possession of the new premises.

(g) Each occupant shall be paid a one-time shifting allowance of Rs.10,000/- for covering the cost of vacating and re-occupying the new premises.

(h) Respondent No. 7 undertakes to pay rent and hardships compensation to the Petitioners and all equally placed tenement holders, until the redeveloped premises are handed over upon receipt of the Occupancy Certificate/Part Occupancy Certificate.

(i) These Petitioners undertake to vacate and hand over the vacant and peaceful physical possession of their respective premises, in any case, within a period of 21 days from today.

(j) The Petitioners shall continue to occupy the premises at their own risk until 21 days from today, pending implementation of the modalities recorded herein above. Considering a minuscule dispute within the family, Petitioner Nos. 1 and 13 agree to indemnify and keep Respondent No. 7

indemnified from and against any and all claims/ demands/ actions, or proceedings, etc. by any third party claiming any right, title, or interest in respect of the said writ premises.

(k) If these Petitioners fail to vacate their respective premises within a period of 21 days from today, the MCGM would be entitled to execute the notice issued under Section 354 and order passed thereon.

(l) If the redevelopment is undertaken under Regulation 33(7A) or any equivalent DCPR provision, all corresponding additional benefits and concessions accruing to tenants/occupants shall be extended proportionately to all the occupants.

(m) These Petitioners would tender an affidavit undertaking within seven days from today, stating therein that they would not resile from the above terms of settlement voluntarily signed and agreed upon by them with Respondent No. 7.

(HITEN S.VENEGAVKAR, J.)

(RAVINDRA V. GHUGE, J.)