

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
WRIT PETITION NO. 1365 OF 2024

Pravinchandra M Devani & Anr ...Petitioners  
*Versus*  
Maharashtra Housing and Area Development ...Respondents  
Authority & Ors

WITH  
WRIT PETITION NO. 646 OF 2024

Pravin Girdharlal Tanna ..Petitioner  
*Versus*  
Municipal Corporation of Greater Mumbai ...Respondent  
(MCGM)

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**Mr Vijay Kurle**, for the Petitioners in WP/1365/2024.  
**Dr A Chandrachud**, with Shrey F, S Bhimani, Kevin Gala, i/b AZ  
Selot, for the Petitioner in WP/646/2024.  
**Mr PG Lad**, with Ms Sayli Apte, for the Respondent-MHADA in both  
Writ Petitions.  
**Ms Priyanka Sonawane**, for the Respondent-BMC in both Writ  
Petitions.  
**Mr Abhay Patki**, Addl GP, with Ms Manisha Gawde, AGP, for the  
State.  
**Mr Nigel Quraishy**, with Abhijeet Joshi, i/b Annie Fernandes, for  
Respondent No. 7 in WP/646/2024 and for Respondent No. 8 in  
WP/1365/2024.  
**Mr Rubin Vakil**, with Ms Heena T, i/b Vimadalal & Co, for  
Respondent No. 9 in WP/1365/2024 and for Respondent No. 5 in  
WP/646/2024.

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**CORAM M.S. Sonak &  
Kamal Khata, JJ.**  
**DATED: 10th July 2024**

**PC:-**

1. Heard learned counsel for the parties in both these Petitions.
2. The learned counsel for the developer states that the developer is ready and willing to forthwith offer the Petitioner in Writ Petition No. 646 of 2024 permanent alternate accommodation admeasuring 266.51 sq. ft. of carpet area. In addition, the learned counsel for the developer states that the arrears of transit rent determined at the rate of Rs.40,000/- per month amounting to Rs. 19,60,000/- will be paid to this Petitioner within two weeks from today.
3. Dr Chandrachud, the learned counsel for the Petitioner in Writ Petition No. 646 of 2024 submits that the Petitioner is entitled to permanent alternate accommodation admeasuring around 400 sq. ft. or thereabouts. Further, he submits that the rents had to be calculated @ Rs. 45000/- per month and not Rs. 40,000/-. Dr Chandrachud submits that the developer has not disclosed the details of the permanent accommodations offered by this developer to other similarly placed tenants in the redeveloped building.
4. Accordingly, the Petitioner in Writ Petition No. 646 of 2024 is at liberty to accept the premises that are now offered and arrears

of rent that are now offered without prejudice to their rights and contentions. Dr Chandrachud states that the arrears of rent will be accepted without prejudice but the Petitioner is presently not willing to take the possession of the premises until the issue of entitlement is finally determined.

5. Accordingly, the developer should pay to the Petitioner in Writ Petition No. 646 of 2024 the amount of Rs. 19,60,000/- within two weeks from today and the Petitioner is at liberty to accept this amount without prejudice to his rights and contentions. The developer should also not part with or alienate the premises that were now offered to this Petitioner until further orders of this Court.

6. The developer must file a detailed affidavit in the context of the document at page 126 of the Petition and the entitlement of the Petitioner under DCR 33(7) read with 31(3). The affidavit must also disclose the details like area etc. of the premises allotted to other tenants in the building.

7. Insofar as Writ Petition No. 1365 of 2024 is concerned, the learned counsel for the developer offers arrears of Rs. 42,62,500/- to the 1st Petitioner and Rs. 14,53,125/- to the 2nd Petitioner. Mr Kurle, the learned counsel for the Petitioners states that the Petitioners will accept this amount without prejudice to their rights and contentions to receive additional amounts.

8. Similarly, the learned counsel for the developer states that the Petitioners will place the two Petitioners in possession of permanent

alternate accommodation admeasuring 31.94 sq. meters for the 1st Petitioner and 17.08 sq. meters for the 2nd Petitioner. Mr Kurle, on instructions, states that the two Petitioners will accept this accommodation, again without prejudice to their rights and contentions about additional areas they claim.

9. The developer, is also directed to file affidavit in the above terms in this Petition as well. The affidavits should be filed and served by 26 July 2024 irrespective of whether Maharashtra Housing and Area Development Authority (“MHADA”) files the affidavit or not.

10. Learned counsel for the developer states that the arrears would be paid to both the Petitioners latest by 31 July 2024.

11. MHADA is also directed to file an affidavit in the context of the entitlement of areas for the Petitioners in both these Petitions by 24 July 2024.

12. List this matter for further consideration on 7 August 2024.

**(Kamal Khata, J)**

**(M.S. Sonak, J)**