

Can't enjoy Diwali at flat owners' cost: HC to bldr

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Mumbai: The Bombay HC has rapped a developer who has gone to celebrate Diwali in Mahabaleshwar while residents of a Santacruz housing society which is to be redeveloped by him have been awaiting transit rent for six months.

"You are at Mahabaleshwar. These people are suffering here. You deposit the money in court," a bench of Justices Shaukath Kathawalla and Abhay Ahuja said on November 10 while hearing a petition by three members of Juhu Co-op Housing Society, Santacruz (W), comprising four buildings with 32 members. The observation came after Suresh Shroff of Sunvision Estates sought time to pay Rs 1.9 crore, saying he will be in Mahabaleshwar for Diwali. He said he had Rs 65 lakh and needed time to arrange the remaining amount. The judges told him to deposit Rs 1.9

REDEVPT: ₹ 1.9 CRORE TRANSIT RENT DUES

“ You (developer) are at Mahabaleshwar. These people are suffering here... They (society members) also have a right to enjoy Diwali. You cannot enjoy Mahabaleshwar and Diwali at their cost. Enjoyment is much more than Rs 1.9 crore? —Bombay high court

crore within a week. Shroff said it won't be possible as he had to pay his employees on Diwali.

In a lighter vein, Justice Kathawalla said, "If you cannot spend on Diwali, give them (employees) on Holi." He added, "They (society members) also have a right to enjoy Diwali. You cannot enjoy Mahabaleshwar and Diwali at their cost. Enjoyment is much more than Rs 1.9 crore?"

► 'Deposit in court', P 4

High court tells developer to deposit ₹1.9cr on Nov 24

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The society had appointed Kamla Landmark Properties Pvt Ltd, which entered into a joint venture in December 2013 with Sunvision Estates. Kamla went into liquidation. The society terminated both developers. Due to numerous problems the project got delayed. Three members moved HC in December 2019 to direct others to vacate buildings which BMC had declared dangerous and for which it had served demolition notices.

In February, at an election conducted by an HC-appointed official, Sunvision was appointed by a majority. The court was told on November 3 that all members had vacated.

Society's advocates Akansha Agarwal and Himanshu Kode told the court on November 10 that the developer was delaying executing the agreement for permanent alternative accommodation and had not paid Rs 1.9 crore towards six months' transit rent. Sunvision's advocate Sarosh Bharucha said the developer wanted time to pay.

Questioned by the judges, Shroff said he would be in Mahabaleshwar for Diwali. When Bharucha said Shroff will deposit the amount, the judges asked, "Why is he dragging his feet?" Bharucha said Shroff will deposit the amount before November 25. The judges directed Shroff to deposit Rs 1.9 crore with HC on November 24 irrespective of whether the members signed/executed the permanent alternative accommodation agreement.

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
WRIT PETITION (L) NO.3324 OF 2019**

Vijay H. Mulchandani and Ors. ... Petitioners
versus
The Municipal Corporation of Gr. Mumbai and Ors. ... Respondents

Mr. Karl Tamboly with Mr. Jayshri Manjrekar, Ms. Akanksha Mishra i/by Solicis Lex, for Petitioners.

Mr. Sarosh Bharucha with Ms. Shraddha Dube Patil, Ms. Alefiya Mandviwala, for Respondent No.5.

Ms. Akanksha Agarwal with Ms. Janvi Karnik i/by Mr. Himanshu Kode, for Respondent No.6.

Mr. Anuj Desai i/by Ms. Priya Dave, for Respondent Nos.8 to 18, 21, 22, 24 to 27, 29 to 32.

Ms. Rupali Modi with Mr. Amit Pradhan i/by Pradhan and Co., for Respondent No.28.

Mr. Mahendra Aithe, Company Prosecutor, present.

Mr. Suresh Shroff, Builder, present.

**CORAM: S.J. KATHAWALLA &
ABHAY AHUJA, JJ.**

DATE: 10th NOVEMBER, 2020

P.C.:

1. Since Kamla Landmarc Properties Pvt. Ltd., is in liquidation and in view of the statement made by its director Mr.Jinendra Jain on 23rd January, 2020 that they would like to withdraw from the project, the Official Liquidator shall now execute a Deed of Cancellation of the Power of Attorney, which was executed by the Juhu Co-op. Housing Society in favour of the earlier developer – Kamla Landmarc Properties Pvt. Ltd., (the Company in liquidation). He shall also forward a copy of this order to

the ex-directors of the company in liquidation.

2. We once again direct the Registrar of Firms, Maharashtra to issue a certified copy of the extract of the register of firms by 5.00 p.m. today.

3. Mr. Shroff, partner of M/s. Sun Vision Estate – Developer, undertakes to this Court to deposit an amount of Rs.1.92 Crores with the Prothonotary and Senior Master of this Court on 24th November, 2020 being six months compensation in lieu of temporary alternate accommodation, irrespective of whether the tenants/members have signed / executed the agreements for permanent alternate accommodation.

4. The Society will call a virtual meeting on 15th November, 2020 at 12.00 noon or at mutually agreed time to decide which of the two plans submitted by the developer is acceptable to them for the redevelopment of the Society building/property. The tenants/members are allowed to forward their votes through email to Shri S.T.Kapse, Commissioner for Taking Accounts, on shriramkapsehc@gmail.com on or before 16th November, 2020. The parties shall also finalize the agreement for Permanent Alternate Accommodation and shall execute the same on or before 25th November, 2020.

5. Stand over to 26th November, 2020.

6. This order will be digitally signed by the Private Secretary of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

(ABHAY AHUJA, J.)

(S.J.KATHAWALLA, J.)