

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**CIVIL APPLICATION NO.755 OF 2015
IN
WRIT PETITION NO. 9136 OF 2014**

Pragatee Developers

..Applicant

Vs.

The Charity Commissioner & Ors.

..Respondents

**Mr. Mayur Khandeparkar a/w Ms. Sarika Mehra i/by LJ Law for the
Applicant/Petitioner.**

Ms. V S Nimbalkar, AGP for the State.

**Mr. Rishir Daulat a/w Ms. Taruna Nagpal i/by Doijode Associates for the
Respondent Nos.3 to 7.**

CORAM : R. M. SAVANT, J.

DATE : 22nd June, 2015

P.C.

1 The above Civil Application has been filed seeking extension of time for completing the assignment of lease hold right. Prayer clause (a) is material and is reproduced herein under:

(a) This Hon'ble court be pleased to extend the time for completing the assignment of leasehold right in the property bearing plot No.96, Siion Matunga (East) belonging to the said Trust i.e. "Sir Kikabhai Premchand Trust Settlement No.5" into and in favour of the Applicant by a period of 30 days.

2 The above Writ Petition was disposed of by a Learned Single Judge of this court (Ranjit V. More J.) by order dated 9-10-2014 and the time for completing the assignment of the lease hold rights which included the making of the payment to the Trust in question was extended in terms of prayer clauses (a) and (b) of Misc Application No.7 of 2014, which has been referred to in the operative part of the said order dated 9-10-2014. In so far as the said prayer clause (a) and (b) are concerned, they read thus:

“(a) This Hon'ble Authority be pleased to extend the time for completing the assignment of lease hold rights in the immovable property bearing plot No.96 of the Sion Matunga (East) belonging to Sir Kikabhai Premchand Trust Settlement No.5 by a period of 30 days from the date on which the order will be passed in the present application.

(b) This Hon'ble Authority be pleased to modify the order passed by the learned Joint Charity Commissioner, Greater Mumbai Region, Mumbai, in Application No.J-4/113 of 2010, by adding in the relevant portion of the order relating to the consideration the words “together

with interest payable on the entire unpaid
amount at 14\$ per annum from 1st January 2013
till payment.”

3 The above Civil Application has been filed seeking extension for completing the assignment of lease hold rights and for making the payments as contemplated by clauses (2) and (3) of the order passed by the Charity Commissioner dated 30-6-2012. It is the case of the Applicant original Petitioner that it has already paid an amount of Rs.5 crores to the trust in question. It is further the case of the Applicant that the trust in question through the trustees i.e. the Respondent Nos.3 to 7 herein have no objection to the time being extended for a period of 3 weeks from date. It is the case of the Applicant that they have agreed to pay interest @ 14% for the intervening period i.e. till the date up to which time is extended.

4 The Learned Counsel appearing for the Respondent Nos.3 to 7 does not dispute the position that the trustees have agreed to the extension of time, but the Learned Counsel states that the said no objection is for a period of 3 weeks from date. In view of the no objection of the Respondent Nos.3 to 7 to the said extension of time sought by the Applicant, the above Civil Application is allowed in terms of prayer clause (a) albeit subject to the modification that the extension would be for a period of 3 weeks from date i.e.

up to 13-7-2015. It is expected that no further extension of time would be sought for. The Civil application is accordingly disposed of.

[R.M.SAVANT, J]