

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

APPEAL (L) NO.384 OF 2015
IN
NOTICE OF MOTION (L) NO.2056 OF 2014
WITH
NOTICE OF MOTION (L) NO.1209 OF 2015
AND
NOTICE OF MOTION (L) NO.1476 OF 2015
AND
NOTICE OF MOTION (L) NO.1833 OF 2015
IN
APPEAL (L) NO.384 OF 2015

Anjuman Tejani and others

Appellants/
Applicants

versus

Supreme Mega Construction LLP & others

Respondents

Mr.Rajendra Desai with Robin Quadros i/by Desai & Diwanji for Applicants.

Mr.Ravi Kadam, Sr.Advocate with Mr.Nivit Srivastava, Mr.Nakul Jain i/by Maniar Srivastava Associates for respondent no.1.

Mr.Prateek Seksaria i/by Arun Panicker for respondent no.2.

Mr.Vineet Naik, Sr.Advocate with Mr.Mayur Khandeparkar, Ms.Vaishali Jadhav i/by AKS Legal Consultant for Interveners.

Mr.S.S.Deshpande, Court Receiver, present.

CORAM : MOHIT S. SHAH, C.J. AND
A.K.MENON, J.

DATE : 23 July 2015

PC :

The appellants in this appeal, two in number Ms.Anjuman Tejani and Ms.Zara Tejani are occupying Flat No.A-303 in Symphony Co-operative Housing Society Limited in Andheri (West), Mumbai. The appellants have challenged the order dated 12 March 2015 passed by learned Single Judge of this Court in the Notice of Motion (L) No.2056 of 2014 taken out by the plaintiff-respondent no.1 herein Supreme Mega Construction LLP. The learned counsel for the appellants states that the appellants had entered into a separate agreement with respondent no.1 Supreme Mega Construction LLP for selling of the above numbered flat No.A-303 to the developer and that the appellants will, therefore, separately negotiate with the developer regarding sale of their flat. Subject to that rider, the appellants accept the directions given by the learned Single Judge in paragraph 13 of the impugned order, but with the modification of Chart in Clause (vi) of para 13 of the impugned order, as under :

<i>Milestone for release of Fixed Deposit to the Developer</i>	<i>Amount to be released as per order of Single Judge (In Rs.)</i>	<i>Amount to be released as per this order (In Rs.)</i>
<i>On obtaining Commencement Certificate</i>	<i>Two crores</i>	<i>One crore</i>
<i>On completion of all the plinth</i>	<i>Four crores</i>	<i>Two crores</i>
<i>On completion of all the slabs of the new building</i>	<i>One crore</i>	<i>Two crores</i>
<i>On completion of the brickwork</i>	<i>One crore</i>	<i>Two crores</i>
<i>On the Developer offering possession of the Members of new premises</i>	<i>One crore</i>	<i>Two crores</i>

2. We make it clear that since the above alleged agreement of appellants with the developer, sought to be relied upon by the appellants was not placed before the learned Single Judge, no reference to the same is to be found in the impugned order of learned Single Judge. Therefore, we do not express any opinion on the said claim of the appellants.

3. The appeal stands disposed of accordingly. In view of disposal of appeal itself, Notices of Motion (L) Nos.1209/2015, 1476/2015 and 1833/2015 do not survive and stand disposed of as such.

(CHIEF JUSTICE)

(A.K.MENON, J.)