

This appeal is directed against the order dated 12 March 2015 of a learned Single Judge of this Court in Notice of

Motion (L) No.2056 of 2014 taken out by the plaintiff-respondent no.1 herein Supreme Mega Construction LLP in the matter of redevelopment project of Symphony Co-operative Housing Society Limited in Andheri (West), Mumbai. At the hearing of the appeal, the learned counsel for the appellants, sixteen in number, states that all the appellants agree to accept the directions given by learned Single Judge in paragraph 13 of the order, subject to modification of Chart in clause (vi) of paragraph 13, 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 after 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. Learned Senior Advocate for respondent no.1 developer Supreme Mega Constructions LLP is also agreeable to the above modification. Learned counsel for respondent housing society is also agreeable to the above modification.

3. Learned counsel for the appellants, however, states that some of the appellants have filed a suit in Bombay City Civil Court and that the said suit pertains to the claim of the plaintiffs in the suit to title qua eight garages.

4. We note that the learned Single Judge has given the following finding in paragraph 9 of the order :

"9. As far as nineteen garages sold by Defendant No.1 to the Plaintiff at the consideration of Rs.2 crores are concerned, it is pertinent to note that not only is the stipulation regarding nineteen garages to be sold by Defendant No.1 to the Plaintiff to be found in the development agreement, even the measurement sheets for these garages have been signed by all members who hold garages in the suit building. These members include Defendant Nos.3, 5 to 8, 12, 13, 17, 20 and 23. The objection, thus, has no merit whatsoever."

5. It is obvious that in view of the above finding, the plaintiffs in the above Bombay City Civil Suit cannot pray for any interim relief. The learned counsel for the appellants states that the plaintiffs in the said suit shall not claim any interim relief and they will hand over vacant and peaceful possession of the garages as well as flats in their occupation to the developer by 31 August 2015.

6. The appeal is accordingly disposed of in terms of above arrangement agreed to by the parties. No order as to costs.

(CHIEF JUSTICE)

(A.K.MENON, J.)

MST