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

**CHAMBER SUMMONS NO. 1142 OF 2015
IN
EXECUTION APPLICATION NO. 1053 OF 2015**

Kalpana H. Bhagat

...Intervener/Applicant

In the matter between:

M/s. Religare Fivest Ltd.

...Claimant

Vs.

M/s. Shakuntala Wire Industries Pvt. Ltd. & Ors.

...Respondents

Ms. Hina A. Mody for the Applicant/Intervener

CORAM : MRS. ROSHAN DALVI, J.

DATED : 19TH OCTOBER, 2015

P.C. :

1. The chamber summons was served upon the judgment creditor. The chamber summons came on board for ad-interim relief on 4th September, 2015 when the judgment creditor was represented by its Advocate. The chamber summons came to be adjourned to 11th September, 2015. It did not reach hearing. The applicant filed a praecipe to keep the matter on board today. The applicant has given notice of this application to be moved at 3 p.m today to the Advocate for the judgment creditor / claimant. It has been served and signed by them.

2. No affidavit in reply is filed.
3. The applicant / intervener has sought to raise the attachment levied over flat No.202, 2nd floor, B-42, Yogi Kiran CHS Ltd., Yogi Nagar, Borivali (W), Mumbai – 400 091. The applicant claims that it belongs to her. The applicant is not related to the judgment debtor.
4. The applicant has produced the original agreement dated 29th May, 1981 of the builder Vijay Nagar Corporation with one Mukesh Parikh in respect of flat No.202 on the 2nd floor of the suit building in Yogi Nagar. The applicant has purchased the attached flat from the said Mukesh Parikh on 25th April, 2000 under an agreement of that date. The applicant has produced share certificate initially issued to Mukesh Parikh on 15th February, 1987 which has been transferred to her name on 14th March, 2001.
5. The applicant has given the said flat on license initially to one Prakash Mantri under a registered agreement dated 5th July, 2013 which is registered on that date and on which the registration charges have been paid. The applicant has thereafter licensed the attached flat to the wife of defendant No.3 and the daughter-in-law of defendant No.2 under the registered license agreement dated 23rd June, 2014 which is

registered on that day and on which also registration charges have been paid. That agreement has been thereafter extended.

6. The applicant has made out a clear title to the suit property. The suit property is seen not to belong to the judgment debtors / defendants in the suit. The applicant is not shown to be related to the judgment debtors. No collusion is found between the applicant and the judgment debtors. The attachment deserves to be lifted.
7. Hence the chamber summons is made absolute in terms of prayers (a) and (b).
8. Original documents produced by the applicant are returned to the applicant/ intervener.
9. Chamber summons is disposed off accordingly.

(ROSHAN DALVI, J.)

CERTIFICATE

**Certified to be true and correct copy of the original signed
Judgment /order.**