

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER STAMP NO.15979 OF 2016
WITH
CIVIL APPLICATION STAMP NO.15980 OF 2016**

Deepak Waman Patil : Appellant/Applicant.
Versus
Mrs. Chandra Gajanan Bhandari @ Keni
and ors. : Respondents.

Mr. P K Dubey for the Appellant/Applicant.
Ms. Priya Pandey for the Respondent Nos.1 to 13.
Mr. Ashish Dubey for the Respondent Nos.14 to 17.
Mrs.Madhuri More for the Respondent No.19.

CORAM : R. M. SAVANT, J.
DATE : 22nd June 2016

P.C.

1 The above Appeal from Order takes exception to the order dated 20/05/2016 passed by the learned Judge of the City Civil Court, Dindoshi, Mumbai by which order the ad-interim relief came to be refused to the Appellant i.e. the original Plaintiff.

2 The suit in question being L C Suit No.1380 of 2016 has been filed by the Appellant/Plaintiff and the substantive relief sought is of specific performance of the oral agreement for sale dated 15/03/2012 and for a direction that the Defendant Nos.1 to 13 be directed to do all acts, deeds and things which are necessary and are required for performance of the said oral agreement for sale dated 15/03/2012 in favour of the Plaintiff and sign and execute written deeds of conveyance and indenture by appearing before the

concern office of the Registrar of Assurances. It is the case of the Plaintiff that he has paid an amount of Rs.95,00,000/- to the Defendant Nos.1 to 13. However, it is the case of the Defendant Nos. 14 to 17 that there was a loan transaction between the Plaintiff and the said Defendants as the said Defendants were desirous of purchasing the property in question from the Defendant Nos.1 to 13 for which the consideration was to be paid directly by the Plaintiff to the owners i.e. Keni-Bhandari family.

3 The Trial Court considered the said application for ad interim relief and reached prima facie view that the ad-interim relief could not be granted in view of the case of the Defendant Nos.14 to 17 that it was the loan transaction which according to the Trial Court was fortified by the loan agreement as also the Declaration-Cum-Indemnity executed by the Plaintiff in favour of the said Defendant Nos.14 to 17.

4 In my view, the order passed by the Trial Court rejecting the ad-interim relief cannot be taken exception to. No case for interference is made out. The above Appeal from Order is accordingly dismissed. In view of the dismissal of the above Appeal from Order, Civil Application Stamp No.15980 of 2016 does not survive and the same to accordingly stand disposed of as such. The hearing of the Notice of Motion in question is however expedited.

[R.M.SAVANT, J]