IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 1233 OF 2014
AND
CIVIL APPLICATION NO.1482 OF 2014

M/s. Pawan Estates and Others ... Appellants
vs.
Anabar Properties Private Limited
and Others ... Respondents

Mr. Pravin Samdhani, Senior Advocate a/w. Mr. Shardul Singh, Mr. Samit Shukla and Ms. Mansi Vyas i/b. DSK Legal for the Appellants.

Mr. P.S. Dani, Senior Advocate a/w. Mr. Amir Aksiwala, Mr. Chirag Dave, Mr. Amol Bavare and Mr. K. Saurabh i/b. Legasis Partners for Respondent Nos. 1 to 3.

Mr. S.U. Kamdar, Senior Advocate a/w. Mr. Viral Shukla and Ms. Priti Lad i/b. M/s. Shukla and Associates, for Respondent No. 4.

Mr. R.S. Apte, Senior Advocate a/w. Mr. Prakash Punjabi i/b. Prakash Punjabi and Co., for Respondent No. 8.

CORAM: **MRS.MRIDULA BHATKAR, J.**

DATE: **4th FEBRUARY, 2016**

P.C.:

In this Appeal from Order, the order dated 19th November, 2014 passed by the Joint Civil Judge Senior Division, Kalyan in application below Exhibit 5 in Special Civil Suit No. 237 of 2014 filed by the Appellants rejecting the injunction under Order 39 Rule 1 and 2 of Code of Civil Procedure is challenged.

2. The Respondent Nos. 4 to 7 are the land owners while Respondent No. 1 is a Company and Respondent Nos. 2 and 3 are the directors of the company and Builder Developers with whom Respondent Nos. 4 to 7 have entered into a separate development Agreement dated 25th March, 1997. Appellant Nos. 1 and 2 are the partnership firms registered under the Indian Partnership Act, 1932 and Appellant No. 3 is a partner of the said firms.

3. It is the case of the Appellants that Respondent Nos. 4 to 7 the land owners of the property A and B as described in the Plaint. They have entered into the development Agreement on 7th October, 1997 of property A and on 25th March, 1997 of property B with Defendant No. 1. However, Defendant No. 1 did not have money to pay the stamp duty so the said agreements remained on objection with the office of District Registrar. Therefore Defendant No. 1 approached Plaintiff No. 1 for the finance. The Plaintiff No. 1 agreed

to finance Defendant No. 1 and in lieu of that Defendant No. 1 agreed to assign the development rights in favour of the Plaintiff on the terms and conditions agreed thereby. It is the case of the Plaintiff that Plaintiff No. 1 paid Rs. 25 lacs and Rs. 14 lacs on 7th May, 2006 by cheque and then Rs. 5 lacs on 6th July, 2006. Thus total Rs. 44 lacs were paid by Plaintiff No. 1 to the Defendants. The parties have entered into an Agreement of assignment of development rights on 29th March, 2007. It is the case of the Plaintiff that Rs. 11 lacs in cash as per the terms of the agreement were als paid to the defendants. Thus, in total Rs. 55 lacs were paid by plaintiff/respondent No.1. Besides this, on 26th April, 2007 Rs. 1 lac were paid to one *Bhawik Enterprises* towards the brokerage and on 29th September, 2007, Rs. 25,000/- were paid to the occupants. A public notice was given by the Plaintiff No.1. The Defendant Nos. 4 to 7 i.e. land owners entered into a deed of conveyance/sale of the suit property with Defendant Nos. 1 to 3 on 15th December, 2007.

4. Defendant Nos. 1 to 3 insisted the Plaintiff No.1 to change it's name by inserting name as “Salasar” i.e. God Hanuman. Plaintiff No. 1 *M/s. Pawan Estates* changed its name to respect the religious

feelings of the Defendant No. 1 and the entire transaction was again converted in the name of Plaintiff No. 2 *M/s. Pawan Salasar Developers*. Thereafter as per the request of Defendant No. 1 Rs. 44 lacs were again paid by Plaintiff No. 2 in the name of "*M/s. Pawan Salasar Developers*" and the earlier amount of Rs. 44 lacs paid by Plaintiff No. 1 was refunded by the Defendants. It was agreed between the parties that apart from the monetary consideration 24% of the constructed portion will be given to Defendant Nos. 1 to 3 by the Plaintiffs after the construction of the building. It is the case of the Plaintiffs in the year 2013 that Defendant No. 1 to 3 refused to go ahead with the transactions and terminated the Contract.

5. The Plaintiffs though were ready and willing to perform their obligation realized that Defendant Nos. 1 to 3 were not ready to go ahead with the transaction and therefore they gave a public notice dated 3rd May, 2013. The plaintiffs realised from the disclosure made by the Defendant Nos. 1 to 3 that Defendants have entered into a Development Agreement with Defendant No. 8 on 22nd April, 2013. The plaintiffs therefore filed a suit for specific performance. By the order dated 3rd May, 2014 the interim relief was rejected, so, Appeal

from Order was preferred by the Plaintiff. However, it was found that the suit was defective hence the present Appellants i.e. Plaintiffs were allowed to withdraw the Appeal with liberty to file a fresh suit keeping all contentions open. Thereafter, suit No. 237 of 2014 was filed on 25th August, 2014 wherein the application for interim relief was rejected. Hence, this Appeal.

6. The learned senior counsel Mr. Pravin Samdhani for the Appellants/original Plaintiffs has submitted that the Plaintiffs have good case on merit. The application for interim relief ought to have been allowed by the trial Court. He submitted that Plaintiff No. 1 has entered into an agreement with Defendant No. 1 on 29th March, 2007 is not disputed. Defendant No. 1 could not get his two agreements registered only for want of sufficient funds for the payment of deficit stamp duty. He submitted that as per the contract, the consideration was to be paid in three parts i.e. Rs. 75 lacs by cheques and Rs. 25 lacs in cash. Thirdly it was agreed that after the development of the property, 24% of the constructed area was to be given to Defendant No. 1. This was to be given in lieu of the transfer of development rights. He submitted that at the instance of Defendants, the word

'Salasar' being their family *Deity* '*Hanuman*' was included and Plaintiff No. 2 M/s. Pawan Salasar Developers was constituted and substituted in the place of Plaintiff No. 1. Plaintiff No. 3 is a common partner of Plaintiff Nos. 2 and 3. So it is one and the same entity. He submitted that in para 35 of the Plaint, the Plaintiffs have expressly pleaded that if the case of Plaintiff No. 2 is not considered then, the case of Plaintiff No. 1 is to be considered who is having the contract with Defendant No. 1. He argued that Defendants have accepted money, therefore, they cannot play a trick with the Plaintiffs. The Plaintiff No. 1 changed the identity as suggested by defendant No.1 so the act of the Defendants refused to perform the contract is illegal. Learned Senior Counsel argued that the trial Court was wrong in holding that there is no assignment from the Plaintiff No. 1 to Plaintiff No. 2. He further pointed out that the learned Judge has committed a gross error in rejecting interim relief on the ground of *res-judicata* in view of the order of interim injunction in the Motion for earlier suit No. 195 of 2013. The Court should have considered whether the transfer in favour of Defendant No. 8 is valid in the light of section 19 of the Specific Relief Act. Defendant No. 8 claims to be a subsequent purchaser. The learned counsel submitted that under such circumstances, the order passed by the trial Judge is to be set aside. He argued that till today admittedly Plaintiff No. 2 have paid Rs. 74 lacs to Defendant Nos. 1 to 3.

7. The learned senior counsel Mr. P.S. Dani for Respondent Nos. 1 to 3 supported the order passed by the learned Civil Judge, Senior Division, Kalyan wherein the order of rejecting the application below exhibit 5 was passed. The learned Senior Counsel denied the claim of the plaintiffs that there was any privity of contract between Plaintiff No. 2 and Respondent Nos. 1, 2 and 3. He submitted that the Plaintiff No.1 and 2 are two different partnership firms as they are registered on different dates. The Defendants never entered into any agreement with Plaintiff No. 2. He further submitted that the contract of March 2007 was not the agreement for development though it is captioned so. It was an agreement to enter into an agreement for development for consideration which was to be determined subsequently. He submitted that the claim of the Plaintiffs that the Defendants had financial crisis and, therefore, had entered into the agreement for development with the plaintiffs is incorrect. He agreed that some amount of Rs. 44 lacs was paid by Plaintiff No. 1 and

subsequently returned by the present Plaintiff No.1 and again the Plaintiffs paid in installments a total amount of Rs. 74 lacs. However, it is towards security as per the terms and the agreement of the contract and the Defendant Nos. 1 to 3 have returned the said amount by cheque which is not accepted by the Plaintiffs.

8. In support of his submissions Mr. Dani relied on the public notice dated 29th November, 2007 given by the Plaintiffs in Marathi as well as in English newspapers wherein it was specifically mentioned that the Respondent Nos. 1, 2 and 3 have agreed to enter into an agreement of development or assignment of development rights in favour of the plaintiffs. Thus, for the purpose of title clearance, this notice was published by the Plaintiffs. He has submitted that Plaintiff No. 1 and Plaintiff No. 2 are necessarily two different entities. He relied on the written statement and affidavit in reply filed by the Defendants before the trial Court. He submitted that there were five partners, however, one of them namely *Zoher Zojwala* was not ready to proceed with this transaction. The other partners excluded him and they formed a separate partnership firm which is partnership No. 2 and also in that, a wife was substituted HUF partner. So, he denied

that the Respondents gave proposal of change of name and insisted that the word *"Salasar"* i.e. Hanuman was to be included in the name of partnership firm. He further argued that there was no bar in just changing the name of the partnership firm as it was not registered earlier. He submitted that as the partners were at loggerheads on the issue of development, further agreement was not material. He submitted that this suit for specific performance is not maintainable when the Plaintiffs are not sure of their own identity. There is no specific mention in respect of the date when the alleged assignment by Plaintiff No. 1 to Plaintiff No. 2 has taken place. He further argued that the contract was terminated on 4^{th} February, 2011 by the Respondents. However, there was no challenge in the suit to this termination. The amounts were accepted at the initial stage when the parties were negotiating whether to go ahead with the agreement or not. He further submitted that the consideration for the development agreement was not Rs. 75 lacs as pleaded but it was a security deposit; such can be asked in the commercial transactions. Rs. 25 lacs in cash and 24% in the residential and commercial premises in the proposed construction was the consideration. It was never agreed as to which portion of the constructed premises was to be given to the

Respondents and therefore, there was no such agreement. Hence, order passed by the learned trial judge is legal and to be maintained.

9. Mr. Apte, the learned Senior Counsel appearing for Respondent No. 8 i.e., the original Defendant No.8, adopted the submissions of the learned senior counsel Mr. Dani. He submitted that Respondent Nos. 1, 2 and 3 have entered into an agreement with Respondent No.8 for development. He submitted that he had invested Rs. 5 Crores in this project, however the agreement could not be registered and the amount of stamp of Rs. 1,70,00,000/- is refunded because of the order of the status quo. However, the agreement between Respondent Nos. 1, 2 and 3 and Respondent No. 8 still exists. He relied on the affidavit filed by Ajay Mahesh Khushlani, Defendant No. 8(c).

10. Mr. Kamdar, the learned Senior Counsel appearing for Defendant No. 4, the original owner, has submitted that he is supporting the case of the Plaintiffs mainly on the point that the property should not be developed by either of the parties. He argued that Defendant No. 4 is the original owner and at present he is in

actual physical possession of the land. He submitted that neither Respondent Nos. 1 to 3 nor Respondent No. 8 are *bonafide* willing to develop the property of their own. They have no capacity to develop the property and therefore, he being a land owner and in possession of the suit property, the order of status quo be granted.

11. By way of reply, Mr. Samdhani further argued that only the name of plaintiff No. 1 was changed as plaintiff No. 2 and all the terms and conditions of the contract remained the same. Thus, it is covered under section 62 of the Indian Contract Act as it is a deemed novation of the contract. The parties are bound by the terms and conditions agreed in the earlier contract. He controverted the submissions of the learned Senior Counsel Mr. Dani that the agreement was not an agreement of sale or development but it was an agreement to enter into an agreement of development. He submitted that such agreement need not be registered as it is only assignment of developmental rights. The words mentioned in the contract cannot be read as argued by the learned counsel Mr. Dani. On the point of novation of contract, he relied on *"**Jainarain Ram***

***Lundia and Anr. vs. Surajmull Sagarmull and Others"*[1]**. On the point of interpretation of the terms of the agreement, he relied on ***"Gaurishankar Govardhandas Todi vs. Evershine Homes Pvt. Ltd."*[2]**. He also relied on ***"Makers Development Services Pvt. Ltd. vs. Visvesvaraya Industrial Research and Development Centre"*[3]**. On the point of execution of contract he relied on ***"Kollipara Sriramulu (dead) by his legal representatives vs. Aswatha Narayana (dead) by his legal representative and Ors."*[4]**

12. Heard the submissions of learned senior counsel of both the parties. The parties have agreed that the contract was entered into between Defendant No. 1 and land owners i.e. Respondent Nos. 4, 6 and 7 on 7th October, 1997 and thereafter the contract which is the subject matter of the present Appeal from Order was executed on 7th March, 2006 between Plaintiff No. 1 and Defendant Nos. 1 to 3 i.e. property A and B admeasuring total 25000 sq.mtrs. The subsequent development of giving a public notice, the payments made by Plaintiff No. 1 and also by Plaintiff No. 2 to Defendants by cheques are not

1 Federal Court Reports, 379.
2 2009(2) Mh. L.J., 259.
3 2008(5) Bom C.R. 821.
4 AIR 1968 Supreme Court 1028.

disputed. There is a dispute about payment in cash of Rs. 11 lacs however, the fact of payment of total Rs. 74 lacs by Plaintiff No. 2 is admitted. The chart of payments by Plaintiff No. 1 and 2 will illustrate clear picture.

Consideration paid by Plaintiff No. 1

Amount	Date	Mode of Payment
25,00,000/-	07/05/2006	Cheque No. 867911 drawn on Bank of Baroda, Kalyan
14,00,000/-	07/05/2006	Cheque No. 867912 drawn on Bank of Baroda, Kalyan
5,00,000/-	06/07/2006	Cheque No. 867926 drawn on Bank of Baroda, Kalyan
11,00,000/-	29/03/2007	Cash

Consideration substituted by Plaintiff No. 2

Amount	Date	Mode of Payment
30,00,000/-	09/07/2008	Cheque No. 817466 drawn on S.B.I.
44,00,000/-	24/01/2011	Cheque No. 929672 drawn on S.B.I.
11,00,000/-	Earlier cash adjusted as cash paid by Plaintiff No. 2	

13. According to the Plaintiffs, the Defendants refused the agreement first on 10th January, 2013 and thus the cause of action to file the suit arose on that day. The Plaintiff filed first suit No. 195 of

2013 against the Defendants for the similar relief. The Notice of Motion in the said relief was rejected and therefore the order was challenged in Appeal No. 574 of 2014. However, the said Appeal was withdrawn with liberty to file a fresh Appeal as per the order passed by the learned single Judge of this Court. Thereafter, the present Plaintiffs have filed the suit on 25th August, 2014. The liberty was granted to file afresh suit so I am of the view that, the learned trial Judge was wrong in invoking principle of *res judicata* while deciding interim application. The second suit is to be treated afresh and therefore the order in the subsequent interim application is to be passed on merit independently.

14. Whether the Plaintiffs could make out a *prima facie* case to pass any interim order in their favour is to be ascertained. In the present case, some facts are peculiar. As argued by the learned counsel for the parties, Rs. 74,000/- were paid towards the security deposit. Out of which as per the terms clause No. 3 of the said agreement, Rs. 44 lacs was to be paid on or before the execution of the agreement and Rs. 31 lacs was to be paid at the time of execution and registration of the development agreement. The said amount of

Rs. 75,000/- was to be refunded at the time of handing over of the consideration in kind to the vendor. The consideration was categorized in three parts i.e. Rs. 75 lacs towards cash security, Rs. 11 lacs was to be paid in cash at the time of execution of the agreement of 2007 and the amount of Rs. 14 lacs cash was to be paid subsequently at the time of execution and registration of the development agreement. The power of attorney, possession receipt and other incidental documents and writings were to be executed subsequently in favour of the Plaintiffs/developers. It was agreed and also not disputed that the area of 10000 sq.fts i.e. 24% of the total area out of the constructed area was to be handed over by Plaintiff to Defendants by way of consideration in kind.

15. In clause No. 5 of the suit agreement, it is mentioned that prior to the execution of the agreement as mentioned in clause (b) (ii) the parties hereto shall sit together and will finalise the manner in which the premises to be handed over to the Vendors. So also in para 3 it is specifically mentioned that the amount of Rs. 44 lacs was to be paid at the time of execution of the agreement and balance amount of Rs. 31 lacs was to be paid at the time of execution and registration of

the development agreement, power of attorney, issuance of possession receipt and other incidental documents. It is also mentioned in clause b) of para 3 that Rs. 14 lacs was to be paid within __ days from the date of execution and registration of development agreement, power of attorney, possession receipt. (In the agreement, the blank is not filled in).

16. Thus, it shows that the parties have entered into some agreement to enter into a further agreement about giving specification of the consideration which is in the nature of kind. It is a Memorandum of Understanding. Undoubtedly, the parties have paid and accepted the amounts pursuant to the agreement which shows that the parties at the relevant time intended to enter into the transaction in respect of the suit land subject to certain terms. It is to be noted that this contract was between Defendant No. 1 and Plaintiff No. 1. Subsequently, Plaintiff No. 1 a partnership firm was replaced by Plaintiff No. 2. The Plaintiff No. 1 and 2 are the two partnership firms having Plaintiff No. 3 a common partner, however, all other partners are not the same partners. It is pointed out by the learned senior counsel Mr. Dani that partner *Zoher Zojwala* has withdrawn himself

from this project, therefore he is not a partner in Plaintiff No. 2 partnership firm. The wife of one of the partners was substituted the HUF partner in the partnership firm i.e. Plaintiff No. 2.

17. There may be a mutual understanding between two partnership firms to take over the present contract of the development in the place of Plaintiff No. 1 partnership firm. Whether Plaintiff No. 1 changed the name at the instance of Defendant No. 1 is a matter of evidence. However, it is a fact that Defendant No. 1 has returned the amount which was taken from Plaintiff No. 1 firm a and subsequently accepted Rs. 74 lacs from the Plaintiff No. 2. So far as monetary transaction is considered, it shows that there was some agreement between Defendant No. 1 and Plaintiff No. 2 also. However, this is an application for interim relief made in the suit for specific performance, wherein it is necessary for the Plaintiffs to show that there was a valid written contract between the parties and pursuant to agreed terms of the contract, steps were taken and the parties have acted upon.

18. In the case of **Jainarain Ram Lundia & anr. vs. Surajmull Sagarmull & Ors. (supra)**, it is held that if at all the contract is concluded and its terms are settled and thereafter further negotiations have taken place with regard to the new matters, then, it would not prevent full effect being given to the earlier contract which is in existence unless it is shown that the contract is terminated or varied or it is incomplete. In the present case, the contract was not concluded. It was incomplete and hence, this ratio is not applicable to the present case.

In the case of **Gaurishankar Govardhandas Todi vs. Evershine Homes Pvt. Ltd., Mumbai (supra)**, a learned Single Judge of this Court held that when the parties have entered into a contract or Memorandum of Understanding, it is an agreement to enter into agreement and not enforceable. Mr.Samdani, the learned Senior Counsel, relied on this finding given by the learned Single Judge to meet the submissions of the learned Senior Counsel, Mr.Dani, on the point that the agreement of 2007 is not an agreement of assignment of the development rights but it was an agreement to enter into a contract of the assignment of the development rights.

The contract in the case of **Gaurishankar Govardhandas Todi (supra)** was also about the grant of development rights in respect of the property and in the said contract, the terms and conditions were settled finally and the learned Judge has observed that considering the nature of the said contract, there is no other essential term which was agreed upon. However, in the present case, though the monetary terms were agreed between the parties, another type of consideration which was in kind, that is, handing over of 24% of the constructed area to defendant Nos.1, 2 and 3 and the specifications of this 24% of the constructed area was to be settled in the agreement of transfer of the development rights. In view of the peculiar facts of the present agreement, it is to be considered that it was an agreement to enter into an agreement for the assignment of development rights. If at all, there would have been specifications mentioned in the impugned agreement, then, the said agreement irrespective of the wordings mentioned therein would have been considered as an agreement of development rights and not agreement to enter into an agreement of development rights.

On the point of concluded contract, he relied on the case of **Makers Development Services Pvt. Ltd. (supra).** The ratio laid down by the learned Single Judge in the said case is if by the terms of the agreement, there is a clear, unequivocal and express admission of a concluded agreement, then, the burden lies on the defendant to establish the contrary that the transaction was only an agreement to enter into an agreement. The same explanation which is given in **Gaurishankar Govardhandas (supra),** also applies in this case i.e., **Makers Development Services Pvt. Ltd. (supra)** and so, it is not helpful to the learned Counsel.

In the case of **Kollipara Sriramulu (dead) by Lrs vs. T.Aswatha Narayana (dead) by his Lrs & Ors. (supra)**, the Supreme Court held that oral agreement is not ineffective because parties contemplate the execution of formal document or the mode of payment of purchase money was not actually agreed upon. Thus, the parties referring to the preparation of an agreement to which the terms agreed upon are to be put in a more formal shape does not prevent the existence of a binding contract. In the said case, the Supreme Court has also stated that it is a question of construction of the terms of agreement whether the execution of the further contract is a condition or term of bargain or whether it is a mere expression. Thus, the terms of the agreement, the nature of the transaction and the facts of the case are to be considered to decide whether further agreement is a mere expression or is an essential condition. In the present case, as discussed above, there is no privity of contract between plaintiff No.2 and the defendants have accepted the amount of Rs.74 lacs from the plaintiff No.2. Plaintiff No.1 has accepted the refund of Rs.44 lacs from the defendants and thus, it cannot be said that the agreement is concluded between the parties. Though the money was accepted from plaintiff No.2 by the defendants, legal status of plaintiff No.2 as a contracting party with defendant Nos.1, 2 and 3 is questionable at this stage. Thus, these rulings are not helpful to the plaintiffs.

19. In the present case, suit contract was executed between the Plaintiff No. 1 and Defendant No. 1. Admittedly, there was no written contract between Plaintiff No. 2 and Defendant No. 1 in respect of development rights. Plaintiff No. 1 and 2 are two different registered partnership firms and distinct entities. Plaintiff No. 2 was

not registered till 2013. If it was so, then the name of Plaintiff No. 1 would have been changed without changing its constitution into Plaintiff No. 2 partnership firm. However, it is material that not only the names are different but the partners of the two firms are also different. There can be a mutual understanding between Plaintiff Nos.1 and 2 that Plaintiff No. 2 will take over the business of Plaintiff in respect of development rights as agreed by the agreement of 2007. However, no such written contract between Plaintiff No. 1 and 2 is produced. So such oral agreement between Plaintiff No. 1 and 2 cannot be considered as novation of contract or deemed novation, as argued by the learned counsel for the Plaintiffs. There should have been a contract between Plaintiff No. 2 and Defendant No. 1 tripartite contract between Plaintiff No. 2 and Plaintiff No. 1 or and the Defendant No. 1 would have been a consenting party then the submission of learned senior counsel of the Plaintiffs would have been appreciated. Thus the order to refuse the interim relief by the learned Judge of the trial Court in the absence of any such written contract between Plaintiff No. 2 and Defendant No. 1 and so also in the absence of any such contract between Plaintiff No. 1 and Plaintiff No. 2 in respect of execution of the agreement cannot be faulted with.

20. Moreover, suit No. 195 of 2013 was filed in June, 2013 and Defendant No. 1 has entered into an agreement with Defendant No. 8 in April, 2013. It was submitted that the possession of the suit land is with the Plaintiffs and on the other hand it was argued that though the original landlord are supporting the case of the Plaintiffs, the possession of the land is still with the landlords and therefore the order of status quo be granted in order to avoid further multiplicity of the proceedings. However, it appears that as per the terms and the conditions of the contract of 2007, the possession was to be handed over by Defendant No. 1 to the Plaintiffs at the time of execution of agreement of development rights and at the time of execution of power of attorney. Thus, *prima facie* the possession of the land is not with the Plaintiff. It appears in the entire transaction only one agreement is registered i.e., the assignment of the development rights between the landlord i.e. Respondent Nos. 4 to 7 and Defendant No. 1 which was executed in the year 1997. However, a registered sale deed of 2007 between Defendant No. 3 and Defendant No. 1 is challenged and is a disputed question of facts but it is not challenged by the Defendant No. 4 landlords by taking out legal proceeding.

21. Under such circumstances, no prima facie case is made out by the plaintiffs. Therefore, I am inclined to maintain the order dated 19th November, 2014 passed by the Joint Civil Judge Senior Division, Kalyan. The Appeal from Order stands dismissed accordingly.

22. The learned counsel for the Appellants prays for extension of the order of the stay which is in existence since 13th June, 2013. Hence, the order of status quo to continue till 17th March, 2016.

23. Accordingly, Appeal from Order as well as Civil Application stand disposed of.

(MRS.MRIDULA BHATKAR, J.)