

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

**NOTICE OF MOTION NO.663 OF 2010
IN
SUIT NO.566 OF 2010**

Sharma Reality Pvt. Ltd.

....Plaintiffs

V/s.

Khandelwal Hermann Electronics Pvt. Ltd.Defendants

Ms.Megha i/by P.V.Kamble for plaintiffs.

Mr.Vivek Kantawala a/w Mr.Amey Patil i/by M/s.Vivek Kantawala & Co. for defendants.

CORAM : K.R.SHRIRAM,J

DATE : 10.6.2016

P.C.:-

1 In this Notice of Motion the ad-interim relief was refused. The plaintiffs carried the matter in appeal and the appeal court was pleased to grant ad-interim order in terms of prayer clause-(b) of the Notice of Motion which reads as under :-

“(b) that pending the hearing and final disposal of the Suit, the Defendant, their directors, officers, shareholders and agents be restrained by an order and injunction of this Hon'ble Court from dealing with disposing of, alienating or encumbering the said property described in Exhibit “1” or any part thereof in any manner whatsoever.”

2 This order has been operating since 2011 i.e. for almost 5 years. Written statement of the defendants is also ready and the suit is also ripe for hearing. No case also has been made out as to why the ad-interim order which has been in force over 5 years should not

be continued.

3 In the circumstances, the ad-interim order to continue until the disposal of the suit.

4 Mr.Kantawala appearing for the defendants states that the written statement was affirmed in November-2013 and the copy of the same has been served upon the plaintiffs.

5 Parties to file their respective affidavit of documents and serve a copy thereof upon each other within two weeks from today. Within one week thereafter parties also to give inspection of the documents relied upon by them and within one week thereafter parties to exchange their statement of admission and denial with reasons for denial.

6 Suit be listed for settling issues on 18.7.2016. Since this is a suit filed in the year 2010, parties are directed to comply with the directions meticulously and strictly failing which suit will be dismissed/parties will be put to terms.

(K.R.SHRIRAM,J)