

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.1199 OF 2015
IN
SUIT NO.68 OF 2014**

Brij Estate Agency	...	Applicant/Plaintiff
versus		
Prarthana Builders and Ors.	...	Defendants

Ms. Sushma Singh, for Plaintiff.

Mr. A. Khandeparkar i/by M/s. Khandeparkar and Associates, for Defendant Nos.1 to 3.

CORAM: S.J. KATHAWALLA, J.

DATE: 10th AUGUST, 2016

P.C.:

1. Heard the learned Advocates for the parties. By consent of the parties, the Notice of Motion is allowed in terms of prayer clause (a), which is reproduced hereunder :

“(a) that pending the hearing and final disposal of this Suit, this Hon’ble Court may be pleased to issue an interim order directing the Defendants jointly and/or severally to make True, Complete, Full Disclosure as to their Dealings/Transactions in respect of the 4 flats viz. Flat Nos.601 to 604, admeasuring an aggregate of 3,280 sq. ft. on 6th Floor in Building upon Plot No.55, CTS No.279 and 279 (1 to 21) admeasuring 800.00 sq. meters, situated at Jay Jawan Lane, Daftari

Road, Malad (E), Mumbai – 400 097, after the filing of the Suit on Affidavit(s)”;

2. The Affidavit making disclosure as ordered, to be filed within a period of two weeks from the date of this order.
3. The Notice of Motion is disposed of.

(S.J.KATHAWALLA, J.)