

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

**NOTICE NO. 1449 OF 2016
IN
EXECUTION APPLICATION NO. 104 OF 2016**

Harishchandra Hasanand Lalla & Ors. Claimants/
Judgment Creditors
vs.
Orra Realtors Pvt. Ltd. & Anr. Respondents/
Judgment Debtors

Ms. Krishna Raja i/b L.J. Law for the Claimants.
Ms. Swapnila Rane for Respondent No.1.

CORAM : K.R.SHRIRAM, J.

DATE : 2nd AUGUST, 2017.

P.C. :

1 The grievance of the award holder is that as per the consent award, respondent No.1 was to obtain property registration card on or before 28.01.2015 but it was obtained only on 31.12.2015 almost a year later. Ms. Raja for the Judgment Creditor further states that the respondent No.1 was to execute individual agreement with the claimants and other members of the Society on or before 24.03.2015 and till date, respondent No.1 has not called upon the claimants to come for execution and registration of individual agreement.

2 Ms. Rane for respondent No.1 states that they have already sent a communication to the Society in February 2017 and again in March 2017 calling upon the members to come for execution and registration of the supplementary agreement. Ms. Raja states that claimants does not have any information of such communication. Be that as it may, both the counsel states that their respective clients will meet for execution and registration on mutually convenient date. Ms. Rane states that respondent No.1 will address a communication to the claimants, claimants advocate as well as the Society/Managing Committee suggesting the date on which all should meet for execution and registration of the individual agreement and supplementary agreement.

3 Ms. Raja states that she will advice her clients to remain present on the date suggested so that the matters could be put to rest and parties can go ahead with their lives.

4 Ms. Rane states that they will give not less than 72 hours notice about the time and date and in any event the entire process will be completed before the end of this month.

5 Ms. Raja also raises grievance that respondent No.1 has not paid the rent for the period beginning August 2017 and as per the supplementary agreement read with the development agreement, respondent No.1 has to give six months advance rent by way of post dated cheques at the increased rate. Ms. Rane states that respondent No.1 has no intention of committing any breach and shall forward the cheques in compliance with the agreement before 15.08.2017.

6 Notice accordingly disposed with liberty to take out fresh notice if the need arises.

(K.R. SHRIRAM, J.)