

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

**NOTICE OF MOTION NO.3998 OF 2008
NOTICE OF MOTION NO.3196 OF 2009
NOTICE OF MOTION (L) NO.2577 OF 2014
IN
SUIT NO.3088 OF 2008**

Midtown Holding Leasing & Properties Pvt. Ltd.)....Plaintiffs

V/s.

Sharfuddin Unismiya Kazi & Ors.)....Defendants

Mr.Mahendra Ghelani a/w Ms.Sneha Vani i/by Law Charter for plaintiffs.

Mr.Mahesh Menon a/w Mr.Nilesh Tated and Mr.Rushabh Parekh i/by DSK Legal for defendant nos.9 to 14.

**CORAM : K.R.SHRIRAM,J
DATE : 6.7.2017**

P.C.:-

NOTICE OF MOTION NO.3998 OF 2008

1 Mr.Ghelani appearing for the plaintiffs states that the order dated 15.10.2008 passed in this Notice of Motion be confirmed as order passed in the Notice of Motion with the addition that the parties will maintain status-quo as on date and the Notice of Motion can be accordingly disposed. Mr.Menon is agreeable.

2 Therefore, the order passed on 15.10.2008 in this Notice of Motion is confirmed as order in the Notice of Motion with the further directions that the parties will maintain status-quo as on date.

Notice of Motion accordingly stands disposed.

NOTICE OF MOTION NO.3196 OF 2009

1 In view of the order passed in Notice of Motion No.3998 of 2008, counsel state that this Notice of Motion also be considered as disposed.

2 Notice of Motion also stands disposed.

NOTICE OF MOTION (L) NO.2577 OF 2014

1 So far as relief sought in this Notice of Motion which is for recall of the order granting leave under clause-12, Mr.Menon and Mr.Ghelani state that this Notice of Motion be also disposed by framing issue of jurisdiction in the suit.

2 Notice of Motion accordingly disposed and the issue of jurisdiction can be framed while settling the issue in the suit.

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3 Stand over to 8.8.2017 at 3.00 P.M. for issues.

On or before 27.7.2017 parties shall file their respective affidavit of documents and also give inspection of documents to each other. On or before 5.8.2017 parties shall also exchange statement

of admission and denial with reasons for denial.

4 On the next date, parties to come with agreed draft issues and a separate list on which they are unable to agree.

(K.R.SHRIRAM,J)