

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**APPEAL FROM ORDER NO.151 OF 2016
with
CIVIL APPLICATION NO.206 OF 2016**

Alok Jawarilal Sisodia

... Appellant

Vs.

Shri Anand Mahavir Dongre & ors.

... Respondents

Mr.J.N. Chodankar i/b for the Appellant
None for Respondent

**CORAM: Mrs.MRIDULA BHATKAR, J.
DATED: FEBRUARY 24, 2018**

P.C. :

1. The learned Counsel for the appellant relied on the Memorandum of Understanding for sale and purchase which was executed on 26.12.2012. The said Memorandum of Understanding is alongwith the receipt from Ratnakar Bank. It shows that the amount of consideration is Rs.34,50,000/- and the payment received was of Rs.12,50,000/-.

2. None present for the respondent.

3. Perused the order. The respondents, at present, are in possession of the suit shop. Under such circumstances, I am

inclined to pass the following order:

- i) Respondent Nos.1, 2 and 3 shall not create any third party interest in any manner or part with possession or transfer the suit property i.e., shop No.5 admeasuring 120 sq.ft. on the ground floor No.12 of Samata Nagar.
 - ii) The original defendant No.4 society not to permit the transfer or grant N.O.C. for sale and transfer of the suit premises in favour of any other person.
4. Appeal is thus partly allowed and disposed of as such.

c(MRIDULA BHATKAR, J.)