

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
NOTICE OF MOTION NO.510 OF 2018
IN
SUIT (L) NO.289 OF 2018**

Ekdant Commercial Pvt. Ltd. ... Plaintiff
versus
Ritika Jewels and Ors. ... Defendants

Ms. Neeta Jain with Mr. R.B.Singhvi, Ms. Aanal Desai i/by M/s. Lex Services, for Plaintiff.

Ms. Anita Castellino i/by Mr. Pradeep Dubey, for Defendant Nos.1 and 2.

Mr. Behzad Firdause Irani, for Defendant Nos.3 to 5.

CORAM: S.J. KATHAWALLA, J.

DATE: 5th JUNE, 2018

P.C.:

1. Heard the learned Advocates for the parties and by consent, the following order is passed :

(i) Defendant Nos.1 and 2 agree and undertake that pending the hearing and final disposal of the Suit, they shall not sell, alienate, encumber, part with possession and/or create third party rights in respect of suit flats which are described hereunder :

(a) Flat bearing No.A-8 at Jyoti Co-operative Housing Society Ltd., B Wing, 4th Floor, Opp. Ramkrishna Hotel, Dahisar (E), Mumbai – 400 068;

(b) Flat No.B-16 at Shri Sagar Co-operative Housing Soc. B Wing,

Plot No.88, Gorai, Borivali (W), Mumbai – 400 092;

(c) Flat No.B-24, Shri Sagar Co-operative Housing Society, B Wing,
Plot NO.88, Gorai, Borivali (W), Mumbai – 400 092.

(ii) As far as the Flat No.1604, B Wing, Thim Building, Kamla Compound, Chickoowadi, Shimpole Road, Borivali (W), Mumbai – 400 092 is concerned, Defendant No.1 undertakes to give the said flat on leave and license basis to licensee/s for a period of 11 months at a time upon payment of deposit as well as license fees at the prevalent rate along with the deposit. The deposit amount as well as the license fee shall be deposited by him in a bank account of a nationalized bank and shall not use the amount deposited or interest accrued thereon, save and except with the prior permission of this Court.

(iii) Defendant Nos.1 and 2 shall not sell, alienate, encumber, part with possession and/or create third party rights in respect of the Flats described in clauses (i) and (ii) above, save and except as undertaken in clause (ii) hereinabove.

(iv) Defendant No.1 undertakes to execute the license agreement within a period of six weeks from today.

(v) Defendant Nos.1 and 2 shall file accounts every quarter with the Prothonotary and Senior Master of this Court and a copy of the same shall be forwarded to the Advocate for the Plaintiff.

(vi) Inspection of the documents shall be completed within a period of one week from today.

(vii) The above undertakings are accepted.

(vii) Written Statement to be filed within a period of two weeks from today.

Hearing of the Suit is expedited. Place the Suit for Framing of Issues on 26th June, 2018.

(viii) As and when the Insurance policies (the originals of which are with the Plaintiff), are due to mature, Defendant Nos.1 and 2 shall be at liberty to move this Court seeking appropriate reliefs.

(ix) In view of the above, the Notice of Motion is disposed off.

(x) The learned Advocate for the Plaintiff undertakes to have the Suit numbered within a period of two weeks from today.

(S.J.KATHAWALLA, J.)