

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

**NOTICE OF MOTION NO.1144 OF 2013  
IN  
SUIT NO. 585 OF 2013**

Kesar Corporation & Anr. ... Applicant

IN THE MATTER BETWEEN

Kesar Corporation & Anr. ...Plaintiffs

**V/s.**

Jaya Shantilal Gada & Others ...Defendants

-----

Mr.Shariq I/by Omkar Kulkarni for the Applicants/Plaintiffs.

Mr.Bhavin Gada I/by L.C. Tolat & Co. for Defendants No.1 to 3.

**CORAM : S.C. GUPTE, J.**

**DATE : 26<sup>th</sup> SEPTEMBER, 2018**

**P.C.:**

. Heard learned Counsel parties.

2 This Notice of motion is taken out by the original plaintiffs in a specific performance suit. The suit seeks specific performance of an oral agreement between the parties for sale of plot of land along with two buildings, one wholly occupied by tenants of the Defendants and the other self occupied by the Defendants. The oral agreement is said to have been concluded on 06.03.2010. The oral agreement has been denied by the defendants. The correspondence annexed to the plaint itself suggests that there were various terms particularly

concerning accommodation of the tenants in the new building to be constructed and other relevant terms and conditions being discussed between the parties. Besides the bare word of the plaintiffs, there is nothing to indicate that on 06.03.2010 there was any concluded agreement for transfer of immovable property as between plaintiffs and the defendants. On the other hand, as the documents and pleadings of the party suggest, the defendants' case that the concluded contract was to be executed in writing between parties based on their further negotiations which were incomplete, is more believable. In the premises, no interim relief can be granted in favour of the Plaintiffs.

3      The Notice of motion is dismissed.

**(S.C. GUPTE, J.)**