

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

**APPEAL (L) NO.518 OF 2018
IN
CHAMBER SUMMONS (L) NO.1588 OF 2018
IN
EXECUTION APPLICATION (L) NO.2702 OF 2018
IN
SUIT NO.817 OF 2015**

Heena Builders & Developers and others ..Appellants
Versus
Jigna Mahesh Thaker and another ..Respondents

WITH
NOTICE OF MOTION (L) NO.1237 OF 2018
IN
APPEAL (L) NO.518 OF 2018
IN
CHAMBER SUMMONS (L) NO.1588 OF 2018
IN
EXECUTION APPLICATION (L) NO.2702 OF 2018
IN
SUIT NO.817 OF 2015

Heena Builders & Developers and others ..Applicants

IN THE MATTER BETWEEN

Heena Builders & Developers and others ..Appellants
Versus
Jigna Mahesh Thaker and another ..Respondents

Mr. Chirag Balsara a/w Ms. Veenu C. Khatri, Advocate for the Appellants/Applicants.

**Mr. Sanjay Jain a/w Mr. Prathamesh Kamat & Ms. Kanizz
Munjee I/by M/s. LJ Law, Advocate for Respondent No.1.**

**CORAM : B. R. GAVAI &
RIYAZ I. CHAGLA, JJ.
DATE : 26th NOVEMBER, 2018**

P.C.

1] Admit.

2] Heard Mr. Chirag Balsara, learned counsel for the Appellants and Mr. Sanjay Jain, learned counsel for Respondent No.1. After hearing learned counsel for the parties, we are inclined to grant ad-interim relief in terms of prayer clause (a) on the condition that Appellant Nos.1 to 4 file an undertaking to this Court that the Consent Terms which are passed by the Learned Single Judge in Suit (L) No.1242 of 2018 vide order dated 2nd November 2018 would also be binding on the Appellant Nos.1 to 4 insofar as the present decree holder is concerned and further undertaking to the effect that all arrears of rent shall be cleared within a period of eight days from today and that Appellant Nos.1 to 4 shall not default in making further payment of rent on a regular basis.

[RIYAZ I. CHAGLA, J.]

[B. R. GAVAI, J.]