

IN THE HIGH COURT OF BOMBAY AT GOA

CIVIL APPLICATION NO. 129 OF 2018
IN
FIRST APPEAL NO. 84 OF 2018

GERA DEVELOPMENTS PVT. LTD.
THR. ITS CHAIRMAN, KUMAR GERA ... Applicant
Versus
E. P. BADRI NARAYANAN AND ANR. ... Respondents
WITH

FIRST APPEAL NO. 85 OF 2018
GERA DEVELOPMENTS PVT. LTD.
THR. ITS CHAIRMAN, KUMAR GERA ... Appellant
Versus
B. CHITRA AND ANR. ... Respondents

WITH
CIVIL APPLICATION NO. 130 OF 2018
IN
FIRST APPEAL NO. 85 OF 2018

GERA DEVELOPMENTS PVT. LTD.
THR. ITS CHAIRMAN, KUMAR GERA ... Appellant
Versus
B. CHITRA AND ANR. ... Respondents

Mr. A.R. Kantak, Advocate for the applicants.

Mr. S.D. Loltlikar, Senior Advocate with Mr. Antholy D'Silva,
Advocate for the respondent.

Coram:- M. S. SONAK &

NUTAN D. SARDESSAI, JJ.

Date:- 17th July 2019

P.C.:

These appeal have already been admitted. These appeals are against the judgment and decrees which direct the appellants by way of mandatory injunction to execute the Sale Deed in respect of suit flats in favour of nominee of the respondents. There is also a mandatory injunction which direct the appellants to pay to the respondents a sum of ₹5,000/- per month towards damages suffered on account of the flats being inhabitable from the date of handing over of possession till the time the flats are made habitable by removing the drainage pipe that is erected at the corner of the balcony and also the chamber pipes erected in the open terrace.

2. Mr. Kantak, learned Counsel for the respondents submits that no interim relief be granted in the matter of execution of Sale Deeds in favour of the respondents nominee. He points out that the respondents had complied with all terms of the agreement in entirety and there was nothing further left to be complied. The impugned judgment and decree quite clearly upholds this position. He submits that at the highest some directions may be issued to the respondents not to insist upon the withdrawal of any amounts which

the appellants must deposit if they wish to secure any interim relief for the execution of the money portion of the decree.

3. Taking into consideration the material on record, since, the appeals are admitted the directions for execution of the Sale Deeds are required to be stayed. If no such stay is granted, there is bound to be multiplicity, particularly since the respondents do not seek the Sale Deeds in their own favour but they seek the Sale Deeds in favour of their nominee. Insofar as the money portion of the decree is concerned, again, interim relief as above is due, no doubt, subject to the appellant depositing the decreetal amount in this Court within a period of four weeks from today. At the request of Mr. Lotlikar, Senior Counsel appearing for the appellant, the appellants are permitted to deposit the recurring amounts in six months advance rather than deposit amounts of ₹5,000/- each month.

4. Therefore, there shall be interim relief in terms of prayer clause 'a' of the two Civil Applications subject to the aforesaid terms, particularly with regard to the deposit of amounts. In case there is failure to deposit the amount or if there are any two consecutive breaches, the interim order now granted will be liable to be vacated.

5. The prayer clause (a) in both the applications reads thus:

(a) The pending hearing and disposal of the afore-captioned appeal the Judgment and Order dated 27/03/2018 passed by the Senior Civil Judge, A Court, Panaji in Special Civil Suit No. 30/2017/A/(new) corresponding to Regular Civil Suit No.112/2013/D(old) be stayed.

6. The civil applications are disposed of.

NUTAN D. SARDESSAI, J.

M. S. SONAK, J.

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