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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.6241 OF 2019

Manjula Kishore Shah & Ors. ..Petitioners.

V/s.

Purnima Pravin Shah & Ors. ..Respondents.

Mr.Tabnvir Abdul Hamid Shaikh for the petitioners.

Mr.H.T.Pawar for respondents.

CORAM : N.J. JAMADAR, J.

DATE : SEPTEMBER 24, 2019

P.C. :-

Heard learned counsels for the parties.

2. The petition assails an order dated February 21, 2019 passed by the learned City Civil Judge, Mumbai below application (Exhibit-39) in S.C.Suit No.1449/2008, whereby the learned judge was persuaded to allow the application in terms of prayer clauses (a) to (c) by accepting the security sought to be tendered to the extent of Rs,90,00,000/-.

3. Learned counsel for the petitioners urged that the agreement for sale, on the strength of which the security is furnished and accepted, has not been registered. Thus, the learned Judge ought not to have accepted the said security.

From the perusal of the impugned order, it reveals that the learned Judge has recorded that the share certificate which was sought to be tendered by way of security in respect of the flat stands in the name of plaintiff Nos.1 and 2. The learned Judge has also considered the valuation report in respect of the said property.

4. In the aforesaid view of the matter, when the learned Judge has come to a conclusion that the security furnished by the respondents was to his satisfaction adequate, it is not expected of this Court to venture into the arena of subjective satisfaction. Even otherwise, it was pointed out on behalf of the respondents that the impugned order has been acted upon and the amount has been released. Thus, I am not persuaded to entertain this petition.

5. Hence the petition stands dismissed.

(N.J. JAMADAR, J.)