

had been obtained by playing a fraud upon the plaintiff. The deed is a registered deed. The only case urged in support of the plaintiff's case of fraud is a bald assertion that "taking advantage of relation of the parties by way representing that the said document is required for the purpose of redevelopment of the property, the plaintiff made to sign the said document". It is also submitted that "taking advantage of the relations between the parties, at no point of time, the plaintiff was permitted to ready (read, *sic?*) the contents of the said document nor the plaintiff was explained about the contents of the said document in any manner whatsoever". The plaintiff is said to be having no knowledge of English language. It is, thus, submitted that she was made to sign the documents by playing a fraud upon her. These are nothing but generalised statements. The plaintiff cannot expect the Court to hold in her favour and injunct the defendants from acting on the registered release deed based on these general statements. That is obviously impermissible.

4. In pursuance of the release deed, the defendants have entered into a development agreement with a third party developer, who has already pulled down the original building existing at site. At this stage, any interim restraint would clearly affect third parties prejudicially. No such relief can obviously be granted without hearing those third parties. The plaintiff herself states that the property has now been under redevelopment.

5. Accordingly, there is no merit in the plaintiff's challenge to the ad-interim order. The appeal from order is dismissed.

6. In view of the dismissal of the appeal from order, the civil application does not survive and is disposed of.

Smita
Gonsalves

Digitally signed by
Smita Gonsalves
Date: 2019.10.07
17:32:14 +0530

(S.C. GUPTE, J.)