

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**CIVIL APPLICATION NO. 2461 OF 2019
IN
FIRST APPEAL NO. 596 OF 2013**

Abdul Mobin Khan Applicant.

Vs.

The Municipal Corporation for Greater Mumbai Respondent

.....
Mr. Sushil Upadhyay i/b. A.M. Saraogi for the Applicant.
None for the Respondent.

.....

**CORAM : K.K.TATED, J.
DATED : AUGUST 2, 2019**

P.C.

- 1 Heard Learned Counsel for the Applicant.
2. The Advocate for the Applicant submits that, during the pendency of L.C. Suit No. 318 of 2008 before the Bombay City Civil Court, Bombay, he tendered the original copy of agreement dated 15th April, 1982 in evidence. He submits that, the Applicant required the said original copy of the agreement for payment of property taxes to the Corporation. He further submits that the Applicant's undertakes to place on record the true photo copy of the said agreement, duly notarized by the Notary.
3. The Learned Counsel for the Applicant submits that the Applicant is ready to file undertaking before this Court by way of affidavit, that as and when this Court called upon him to produce the original document, he will do the same. He

submits that the Applicant will not create any third party right in respect of the suit premises on the basis of the original agreement dated 15th April, 1982.

3. Considering the submission made by the Learned Counsel for the Applicant, the averments made in para 4 and 5 of the Civil Application and as the Applicant is ready to file undertaking for bringing the original copy of the agreement before this Court as and when called upon him, I am satisfied that the Applicant has made out case for following order:

a. The Civil Application is allowed in terms of prayer clause (a) which reads thus:

“a That this Hon'ble Court be pleased to direct the office to returned the original agreement tender in evidence before the trial court being agreement dt. 15/04/1982 by keeping a true xerox copy of the agreement on record on such terms as this Hon'ble Court may deem fit and proper.”

b. Before taking the original agreement dated 15th April, 1982, the Applicant to file affidavit cum undertaking stating that, he will bring the original copy of the agreement as and when this Court called upon and till that time he will not create any third party right in the suit premises on the basis of the document.

c. The Civil Application stands disposed of accordingly.

d. No order as to costs.

(K.K.TATED, J.)