

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

**CIVIL APPLICATION NO.1268 OF 2017
IN
FIRST APPEAL NO.888 OF 2018**

Rajeshwarsingh Bechansingh since
deceased through his legal heirs
Vijaysingh Rajeshwarsingh
Bechansing and Ors.

...Applicants

Versus

Chandraraj Co-operative Housing
Society Ltd. & Anr.

...Respondents

.....

Mr. Sandesh Patil with Ms Divya A. Pawar I/b. Mr. Chintan Y. Shah for
the Applicants.

Mr. Bhavin Gada with with Ms Sonal Awasthi and Mr. Deepak Shukla
I/b. M/s. Vinod Mistri and Co. for the Respondent No.1.

CORAM : SMT. ANUJA PRABHUDESSAI, J.

DATED: 7th FEBRUARY, 2019.

P.C.:-

Heard the learned counsel for the Applicants and the
learned counsel for the Respondent No.1. perused the records. By the
impugned judgment and order dated 19th September, 2016 the learned
Judge, City Civil Court, Dindoshi, Mumbai decreed the suit in terms of
prayer clauses (a), (b) and (c), which read thus:-

“(a) That the Defendants jointly and severally, be
ordered and directed to execute the conveyance and
all other assurances for the transfer of the suit

property in favour of the Plaintiffs and lodge the same for registration and admit execution thereof;

(b) That Defendants jointly and/or severally be ordered and decreed to perform its following obligation under the Maharashtra Ownership of Flat (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963. viz. to transfer and convey the right, title and interest in the suit property together with the structures and building known as “Chandraraj Apartment” constructed thereon in favour of the said Plaintiff society within such period as this Hon'ble Court deems fit and proper.

(c) That in the event of Defendants failing to comply with the decree in terms of prayer (a) and (b) above, the Registrar of this Hon'ble Court or such other person as this Hon'ble Court deems fit and proper be directed to do the aforesaid acts and deeds and also to execute the necessary conveyance to transfer and convey the said plot and the said building structure in favour of the Plaintiff and lodge the same for registration and admit execution thereof and also sign necessary applications, forms and documents to get the name of the Plaintiffs entered as Owners in the Revenue Record;”

2. Mr. Patil, the learned counsel for the Appellant has brought to my notice the deposition of the Respondent No.1, wherein he admits that there is a chawl in Plot -B and that the said chawl belongs to the Appellant No.3. Considering the above statement and also considering the fact that non grant of ad-interim relief may render the appeal infructuous, I am inclined to grant ad-interim relief in terms of prayer clause (a) and (b).

3. The application stands disposed of.

(SMT. ANUJA PRABHUDESSAI, J.)