

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

**APPEAL FROM ORDER NO. 791 OF 2019**

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| Arvindkumar @ Bharatkumar<br>Parmanand Thakkar @ Amlani & Ors.<br><b>V/s.</b><br>M/s. Shree Vaishnavi Enterprses<br>Through its Prop. Navin K. Singh | ...<br><br><br>... | <b>Appellants</b><br><br><br><b>Respondent</b> |
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Mr.Mohammed Kazi for Appellants.  
Ms.Vidya S. Gole for Respondent.

**CORAM : A.S. GADKARI, J.**

**DATE : 6<sup>th</sup> December 2019.**

**PC. :**

1] By the present Appeal under Order 43 of the Civil Procedure Code (for short, "Code"), the appellants have impugned Order dated 11<sup>th</sup> October 2018 passed below Exhibit-5 in Special Civil Suit No.158 of 2016, thereby rejecting the said application with costs.

2] Heard Mr.Kazi, learned counsel for the appellants and Ms.Gole, learned counsel for the respondent. Perused the record annexed to the Appeal.

3] The record indicates that, the appellants have filed the aforestated suit for declaration that, the Development Agreement dated 11<sup>th</sup> February 2013, General Power of Attorney dated 11<sup>th</sup> February 2013 and Supplementary

Agreement dated 12<sup>th</sup> February 2013 be declared cancelled and/or void and that the respondent be prohibited from carrying out any construction activity in the suit premises and to create any third party right, title and/or interest in it. The appellants had also filed an application below Exhibit-5 in the said suit for interim relief. By the impugned Order dated 11<sup>th</sup> October 2018, the Trial Court has rejected the said application.

4]           The respondent has filed an affidavit dated 30<sup>th</sup> September 2019 in this appeal. It is stated in the said affidavit that, the suit structure i.e. chawl consisting of ground plus one story which was standing on the suit premises has already been demolished by the respondent and the respondent has already carried out construction on the suit property in furtherance of permission granted by the Competent Authority in that behalf.

5]           In view of the above, it clearly appears that, the appellants are not entitled for the relief as claimed by them in their Exhibit-5 application. Balance of convenience does not lie in favour of the appellants and no irreparable loss, harm or injury would cause to the appellants, if injunction is not granted in their favour.

6]           In view of the above, I find no merits in the Appeal.

Appeal is accordingly dismissed.

**[A.S. GADKARI, J.]**