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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.**

**NOTICE OF MOTION NO. 1323 OF 2015
IN
SUIT NO. 809 OF 2014**

Mrs Mira P. Muranjan ...Applicant/Plaintiff.
VS
Kojagari Co-op.HSG Society Ltd. & Ors. ...Defendants

.....
Mr Cyrus Bharucha a/w Ms Kavisha Shah & Ms Minal Pawar i/b
Indian Law Alliance for the Applicant/Plaintiff
Mr Arun Panickar for Defendant No.1.
Mr Kedar Dighe AGP for Defendant Nos.2 to 8.

Dhanappa I. Koshti Digitally signed
by Dhanappa I.
Koshti
Date: 2019.06.13
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**CORAM : B. P. COLABAWALLA, J.
JUNE 11, 2019.**

P.C. :

This Notice of Motion has been filed seeking various reliefs. The reliefs that were sought to be pressed before me were in relation to prayer clauses a - (v) (vi) and (vii) respectively which reads thus -

- “(v) *that this Hon'ble Court do temporarily injunct the Defendant Nos.7 and 8 or his officers, agents, employees from inserting the name of the Defendant No.1 upon the property card qua 500 sq. meters out of the suit property situated at Survey No. 33, Hissa No.2 or City Survey No. 19 situated at village Tungva, Taluka Kurla, in the registration sub district of Bombay City and Bombay Suburban.*
- (vi) *that this Hon'ble Court do temporarily injunct the Defendant No.1 or its officers, agents, employees or anyone claiming by*

or under them from entering into any re-development agreement qua 500 sq. meters out of the Suit Property situated at Survey No.33, Hissa No.2 or City Survey No.19 situated at Village Tungva, Taluka Kurla, in the registration sub district of Bombay City and Bombay Suburban.

(vii) *this Hon'ble Court do temporarily injunct the Defendant No.1 from using the existing FSI or any additional FSI that may be granted / become available in respect of the said 500 square meters for developing/ redeveloping the Suit Property.”*

2 Learned advocate appearing on behalf of defendant No.1, on instructions, states that at present defendant No.1 is not contemplating any redevelopment either on its own property or qua 500 square meters of which the plaintiff claims ownership.

3 I must mention here that it is the case of defendant No.1 that the entire property including 500 square meters claimed by the plaintiff, belongs to defendant No.1. I have not opined one way or the other on this aspect.

4 Considering the statement made by defendant No.1, there is no necessity to grant any relief as claimed presently. In these circumstances, this Notice of Motion is dismissed in light of the statement made by defendant No.1 with liberty to the plaintiff to apply for the reliefs claimed in this Motion if and when defendant

No.1 decides to redevelop the suit property. It is made clear that if defendant No.1 decides to redevelop its property, it shall give fourteen days' prior notice to the plaintiff before entering into any Development Agreement for redevelopment of its property. The Notice of Motion is disposed of accordingly. No costs.

(B.P.COLABAWALLA, J.)