

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION NO. 2344 OF 2010
IN
SUIT NO. 2147 OF 2010**

Meena Satramdas Motwani
Vs.

.. Applicant/Plaintiff

M/s. Karm Yogi Property
Developers Pvt. Ltd.

.. Defendants

Mr.Huzefa Khokhawala a/w. Ms. Divya Shetty i/b M/s. Nankani & Associates for plaintiff.

Ms. Diksha Shirodkar i/b Mr. Sachin A. Mhatre for defendant No.1.

Mr.Vaibhav Bhure a/w. Mr. Samsheer Garud, Ms. Bijal Gandhi i/b Jayakar & Partners for defendant No.2.

CORAM : N.J. JAMADAR, J.

DATE : 3rd DECEMBER 2019

P.C.

1. The learned counsel for the defendant No.2, who has been newly impleaded, makes a statement that the defendant No.2 will not create any further third party rights in the suit flat being flat No. 1101 or any part thereof in "C" Wing of the building Prathamesh Residency, situated on final Plot No. 9 of T.P.S. II, Andheri corresponding City Survey No. 219, at Dadabhai Navroji Marg, Andheri (W), Mumbai 400 058 ['suit property'], till the final disposal of the suit.

2. An order of status-quo was already passed against the then sole defendant. It is the claim of the plaintiff that despite passing of the said ad-interim order, the defendant No.1 has conveyed the property in

favour of defendant No.2. The defendant No.2 has, thus, been impleaded as a party defendant No.2 to the suit.

3. The counsel for the defendant No.2 has made a statement, on instructions, that the defendant No.2 has already mortgaged the suit flat to HDFC Bank Ltd. However, the defendant No.2 will not create any further third party rights in the suit property during the pendency of the suit.

4. The statement is accepted as an undertaking to this Court.

5. In view of the statement made on behalf of the defendant No.2 that the defendant No.2 will not create any further third party rights in the suit property, during the pendency of the suit, notice of motion stands disposed of.

[N.J. JAMADAR, J.]