

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO.234 OF 2019
IN
SUIT NO.1548 OF 2018**

Jayendrakumar Kanaiyalal Desai ..Plaintiff/Applicant
Vs.
Prasad Narendra Deorukhkar & Anr ..Defendants

Mr. Sanjay Jain a/w Mr. Prathamesh Kamat and Ms Gauri Mestha I/b LJ
Law for Plaintiff
Mr. Prasad Deorukhkar Defendant No.1 appeared in person
Mr. Ajay David for Defendant No.2
Mr. Anil Sinkar, Chairman and Mr. Paresh Sawant Secretary of Defendant
No.2 society present

**CORAM : K.R.SHRIRAM, J.
DATE : 18th FEBRUARY, 2019**

P.C.:

- 1 Notice of motion was heard for sometime.
- 2 Mr. David on instructions from the Chairman and the Secretary of defendant no.2 states that (a) the share certificate to be issued to plaintiff is ready and can be handed over tomorrow morning or whenever plaintiff comes to collect the same; (b) the society has received certain amounts towards corpus from the builder, the proportionate amount that is payable to plaintiff from corpus amount that has been received from builder, has already been paid over to plaintiff, except a sum of Rs.1,81,000/- and a cheque for this amount also can be handed over to plaintiff tomorrow along with the share certificate.

3 Mr. David states that plaintiff will be treated at par with all other members. Mr. David further states that for past two years, the builder has been maintaining the society and there is some dispute regarding the amount payable to builder and the amounts receivable towards the balance corpus amount, which has to be resolved. Mr. David states once that is resolved whatever benefits the other members are getting, the same will be also given to plaintiff.

4 Mr. David further states and Mr. Jain agrees that plaintiff has received 16 sq.ft. extra and the amount that is payable for 16 sq.ft., has been squared off with the amount of compensation for alternate accommodation that is payable to plaintiff.

5 Defendant Nos.1 and 2 shall entered into the Tripartite Agreement with plaintiff in accordance with law. Plaintiff, defendant nos.1 and 2 undertake to this court that they shall not delay the execution of the Tripartite Agreement and payment of stamp duty and registration.

6 At this stage, defendant no.1, who is present in court states that defendant no.1 has already paid the stamp duty, registration charges and 1% tax on the Tripartite Agreement and the said Agreement is with the advocate for plaintiff.

7 Mr. Jain states that his instructing advocate will apply to the registering authority for collection of token and for appointment and inform plaintiff as well as Mr. David immediately upon getting the appointment. Defendant nos.1 and 2 and plaintiff shall present themselves before the registering authority at the time fixed.

8 Mr. David states that plaintiff will be given inspection of records and accounts of defendant no.2,, should be apply for specific information and inspection.

9 Defendant no.1 also states that due to non payment of electricity bills, the electricity supply had been disconnected and he has applied for reinstalling and reconnecting the meter. Defendant No.1 states that he expects the restoration of the electricity supply within 10 days.

10 In view of the above, the notice of motion as well as the suit stand disposed.

11 Refund of court fees in accordance with law.

12 All interim orders stand vacated.

13 Liberty to apply.

(K.R. SHRIRAM, J.)