

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
FIRST APPEAL (ST) NO. 18660 OF 2019
ALONGWITH
CIVIL APPLICATION NO. 2528 OF 2019
IN
FIRST APPEAL (ST) NO. 18660 OF 2019

Runwal Constructions & Ors.

**..... Appellants/
Applicants**

VERSUS

**Sandeep Terrace Co-operative Housing
Society Ltd. & Ors.**

..... Respondents

Mr.Saket Mone, a/w. Mr.Sabit Chakraborti, i/b. M/s.Vidhi Partners for the Appellants/Applicants.

Mr.Simil Purohit, a/w. Ms.Trupti Shetty, Ms.Sarah Thanawala, Ms.Samruddhi Sonar, i/b. M/s.Dhruve Liladhar & Co. for the Respondent nos. 1 to 3.

Ms.Sheetal Mane Tadke, i/b. Ms.Aruna Savla for the Respondent nos. 6 to 8.

CORAM : R.D. DHANUKA, J.

DATE : 29th JANUARY, 2020

P.C.

By consent of appellant and the respondent nos. 1 to 3, the First Appeal itself is heard finally.

2. Mr.Mone, learned counsel for the appellants invited my attention to the development agreement entered into between the appellants and the respondent no.1 Ms.Rooma Mukherjee on 13th June, 2003 and more particularly clause (20) thereof. He also invited my attention to the averments made by the original plaintiffs in the plaint and the decree passed by the trial court. He submits that though the appellants had

agreed only to be the confirming parties in the event of there being any conveyance deed to be executed in favour of the respondent nos. 1 to 3 by the original owner i.e. Ms. Rooma Mukherjee, the trial court has passed a decree for execution of the Deed of conveyance against the appellants.

3. Learned counsel for the appellants does not dispute that under clause (20) of the development agreement, the appellants are under an obligation to be the confirming parties to the Deed of conveyance. He states that as and when the original owner enters into any Deed of conveyance in favour of the respondent nos. 1 to 3 in respect of the property which is subject matter of the said agreement for development dated 13th June, 2003, his clients would be the confirming parties to the said Deed of conveyance and would execute the said Deed of conveyance as confirming party. Statement is accepted.

4. Mr. Purohit, learned counsel for the respondent nos. 1 to 3 states that he has no objection if the appellants agree to be the confirming parties in respect of the Deed of conveyance to be executed in respect of the property developed for the respondent nos. 1 to 3 by the original owner/developer M/s. E.P. Constructions whose reference is found in the said agreement for the development dated 13th June, 2003. He submits that in view of the statement made by the appellants, this appeal may be disposed of with appropriate directions. Statement is accepted.

5. In view of the fact that the appellants have now agreed to be the confirming parties to the Deed of conveyance as referred to aforesaid, the appellants are directed to be the parties to such Deed of conveyance

as confirming parties and shall execute such Deeds of conveyance as confirming parties within seven days from the date of notice that would be received by the appellants, if any, from the respondent nos. 1 to 3 and the original owner/developer.

6. The impugned judgment and order dated 9th April, 2019 stands modified to this extent. First appeal is disposed of in the aforesaid terms.

7. Mr. Mone, learned counsel for the appellants does not press any other issue in this appeal. In view of such statement, this appeal is disposed with consent of both parties. No order as to costs.

8. In view of the disposal of the First Appeal, Civil Application No.2528 of 2019 for stay does not survive and is accordingly disposed of.

9. *Ad-interim* relief granted by this court stands vacated.

[R.D.DHANUKA, J.]