

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

NOTICE OF MOTION NO. 2289 OF 2011

IN

SUIT NO. 1887 OF 2011

Kukreja Construction Co.

...Plaintiff

vs.

Surendra Narvekar & Anr.

..Defendants

WITH

NOTICE OF MOTION NO.2026 OF 2015

IN

SUIT NO. 618 OF 2014

Surendra Pandurang Narvekar

...Plaintiff

vs.

1a. Abhay Chandrakant Mahimkar

...Defendant

WITH

NOTICE OF MOTION NO. 1918 OF 2015

IN

SUIT NO. 606 OF 2014

Surendra Pandurang Narvekar

...Plaintiff

vs.

1a. Abhay Chandrakant Mahimkar

..Defendant

WITH

NOTICE OF MOTION NO. 1926 OF 2014

IN

SUIT NO. 605 OF 2014

Surendra Pandurang Narvekar

...Plaintiff

vs.

1a. Abhay Chandrakant Mahimkar

..Defendant

WITH

NOTICE OF MOTION NO. 2290 OF 2011

IN

SUIT NO. 1888 OF 2011

Kukreja Construction Co. ...Plaintiff
vs.
Surendra Narvekar & Anr. ..Defendants

WITH
NOTICE OF MOTION NO. 2291 OF 2011
IN
SUIT NO. 1889 OF 2011

Kukreja Construction Co. ...Plaintiff
vs.
Surendra Narvekar & Anr. ..Defendants

Mr. Darius Khambata, Senior Advocate a/w Mr. Atul Daga and Mr. Tushar Hathiramani and Ms. Viraj Gami i/b. DSK Legal, for the Plaintiff in S/1887/2011, 1888/2011 and 1889/2011 and for Defendant No.2 in S/605/2014, 606/2014 and 618/2014.

Mr. Arshad Shaikh i/b Mr. Harshad M. Deshpande for Defendant No.1 in S/1887/2011, 1888/2011 and 1889/2011 and for the Plaintiff in S/605/2014, 606/2014 and 618/2014.

Mr. A.K. Rao, for Defendant No.2 in S/1887/2011, 1888/2011 and 1889/2011 and for Defendant No.1 in S/605/2014, 606/2014 and 618/2014.

CORAM : S.C. GUPTE, J.

DATE : 19 MAY 2020

JUDGMENT :

This order disposes of six notices of motion filed in six different suits. Three out of these six suits, namely, Suit No.1887 of 2011, Suit No.1888 of 2011 and Suit No.1889 of 2011, have been filed by Kukreja Construction Co. ("Kukreja"), a partnership firm, against one Surendra Narvekar ("Narvekar") and one Chandrakant Mahimkar

(“Mahimkar”) for specific performance of development agreements which provide for transfer of immovable properties. The other three suits have been filed by Narvekar against Mahimkar and Kukreja, seeking to challenge the validity of termination of the former’s agreement with Mahimkar for development and sale of the suit properties, on the strength of which he had entered into agreements with Kukreja.

2 The suits cover three different parcels of land. Mahimkar, who is the owner of these properties, had entered into development agreements in respect of the properties with Narvekar, who in turn entered into development agreements with Kukreja. Narvekar, thereafter, purported to terminate the agreements with Kukreja. As a result, Kukreja filed the abovementioned three suits for specific performance of the agreements with Narvekar, impleading Mahimkar as a party to the suits. During the pendency of these suits, Mahimkar purported to terminate the agreements with Narvekar. This termination has been challenged by Narvekar by filing three separate suits, namely, Suit No. 605 of 2014, Suit No.606 of 2014 and Suit No.618 of 2014. During the pendency of all these six suits, Mahimkar and Kukreja have entered into consent terms, settling Suit No.1887 of 2011, Suit No.1888 of 2011 and Suit No.1889 of 2011, as between them. By these consent terms, Mahimkar has purported to transfer his rights in the suit property to Kukreja. The consent terms have been opposed by Narvekar. The opposition has been on the ground that during the pendency of these suits, which *inter alia* involve determination of Narvekar's rights *vis-a-vis* to the suit properties, Mahimkar ought not to be permitted to transfer the suit properties to Kukreja. By an order passed by this Court on 6 February 2015, this Court accepted the consent terms and disposed of the three suits filed by Kukreja as between Kukreja and

Mahimkar with certain directions. The matter was carried in appeal before a division bench of this Court by Narvekar. Pending hearing of that appeal, the order of disposal of the suit as between Kukreja and Mahimkar in terms of the consent terms was stayed by the Division Bench. Kukreja preferred an SLP from that order, at the hearing of which the Supreme Court directed this Court to dispose of the Notices of Motion finally in a time bound manner. That is how the Motions are taken up for hearing together.

3 The facts of the case may be briefly stated as follows:

- (i) Mahimkar is the owner of three parcels of land designated by (1) CTS Nos. 91, 92 and 330 of village Deonar in Mumbai, (2) CTS Nos. 271, 764 and 89 of village Deonar and (3) CTS No.454/1 to 20 and 290 of village Deonar (“suit properties”), having acquired the same through the last will and testament of their original owner, Shewantibai Govindrao Mahimkar, which will has since been probated.
- (ii) By an agreement dated 2 May 2003, Mahimkar granted development rights in respect of the suit properties to Narvekar. Mahimkar also executed a power of attorney dated 28 May 2004 in pursuance of this agreement in favour of Narvekar. On or about 17 May 2003, Mahimkar handed over possession of the suit properties to Narvekar.
- (iii) Between 23 May 2003 and 16 July 2005, Mahimkar and Narvekar entered into separate development agreements in respect of these three parcels of land, forming part of the suit

properties. These agreements were followed by supplementary agreements and further powers of attorney executed by Mahimkar in favour of Narvekar. (The agreements entered into between Mahimkar and Narvekar in respect of the suit properties are collectively referred to hereinafter as “**Narvekar Agreements**”.) Narvekar Agreements *inter alia* provided for payment of consideration to Mahimkar plus a built up area of 11,500 sq.ft. to be provided to Mahimkar. (The monetary consideration has been substantially paid by Narvekar to Mahimkar, as pointed out later in this order whilst dealing with each individual property and related Narvekar agreement in connection therewith.)

- (iv) Under Narvekar Agreements, Narvekar had an authority to dispose of the suit properties to any third party. Narvekar entered into three separate development agreements with Kukreja on 10 September 2004, 11 February 2004 and 5 August 2005 in exercise of that authority. Under these development agreements, Narvekar granted development rights in respect of the suit properties to Kukreja for monetary consideration (mentioned in the order hereinbelow in respect of each of the suit properties and related agreement) plus built up area of 11,500 sq.ft. (i.e. the area which was to be made over to Mahimkar in pursuance of the Narvekar Agreements). A part of the monetary consideration (Rs.75 lakhs) was to be adjusted towards the construction cost of the said 11,500 sq.ft. built up area, whilst another part of the consideration (Rs.2.10 crores) was payable against eviction of existing occupants in

the suit properties by Narvekar. In pursuance of these development agreements, various supplementary agreements as well as powers of attorney were executed by Narvekar in favour of Kukreja. (These development agreements together with the supplementary agreements etc. between Narvekar and Kukreja are collectively referred to as “**Kukreja Agreements**”.) In pursuance of Kukreja Agreements, a substantial portion of consideration was paid by Kukreja to Narvekar, as mentioned later in this order whilst dealing with individual suit properties and related agreements. In consideration of such payment, Kukreja was put in possession of the suit properties, with entitlement to develop the same.

- (v) By a notice of termination dated 5 May 2011, Narvekar purported to terminate Kukreja Agreements. The termination notice alleged two breaches on the part of Kukreja, namely, failure to pay the balance consideration and failure to develop the suit property *inter alia* by handing over built up area of 11,500 sq.ft., in accordance with Kukreja Agreements.
- (vi) Kukreja challenged the termination and filed the first three suits, as noted above, seeking specific performance of Kukreja Agreements, and also took out three separate Notices of Motion in these suits.
- (vii) During the pendency of the suits filed by Kukreja, by termination letters dated 28 March 2014, Mahimkar purported

to terminate Narvekar Agreements on the ground of breaches on the part of Narvekar in performing the Agreements.

(viii) Being aggrieved, Narvekar has filed his three suits, as noted above, challenging the termination and claiming specific performance of the Narvekar Agreements.

(ix) During the pendency of all six suits, as noted above, Mahimkar and Kukreja have proposed to settle their disputes by filing consent terms. The consent terms contemplate, as noted above, transfer of the suit properties by Mahimkar in favour of Kukreja.

4 In this factual background, what we need to really examine are the *inter se* rights (i) as between Narvekar and Kukreja (for examining the legality of Narvekar's termination of Kukreja agreements), (ii) as between Narvekar and Mahimkar (for examining Mahimkar's termination of Narvekar agreements) and the impact of the settlement of disputes as between Mahimkar and Kukreja.

5 Let us first examine Narvekar's case for termination of Kukreja Agreements. As we have noted above, there were three development agreements as between Mahimkar and Narvekar, i.e. development agreements dated 11 December 2003, 23 May 2003 and 16 July 2005. The agreement dated 11 December 2003 was in respect of plot bearing C.T.S. No.454, whereas agreement dated 23 May 2003 was in respect of plot bearing C.T.S. Nos.91, 92 and 330, and agreement dated 16 July 2005 was in respect of C.T.S. Nos.271, 764 and 89. Narvekar was, as noted above, in

possession of the respective properties in pursuance of all three agreements, and was also able to assign the benefits of the agreements in favour of any third party or parties or otherwise deal with the properties. In pursuance of these three agreements, Narvekar entered into the three developments agreements with Kukreja, namely, the agreement dated 10 September 2004 with respect of C.T.S. No.454, the agreement dated 11 February 2004 with respect to C.T.S. Nos.91, 92 and 330 and the agreement dated 5 August 2005 for C.T.S. Nos.271, 764 and 89.

6 Narvekar's case for termination of these agreements is as follows :

6.1 Development Agreement of 10 September 2004 (C.T.S. No.454) :

The total consideration under the agreement of 10 September 2004 was Rs.4.30 crores plus built up residential area of 11,500 sq.ft. free of cost (for which Rs.75 lacs from out of the construction cost) and renovation and handing over of an ancestral temple of 100 sq.ft. free of cost. By a supplementary agreement, an additional consideration of Rs.60 lacs was payable to Narvekar for his efforts for settlement of the tenants/occupants of the suit property. Payment of Rs.2.05 crores from out of this consideration was admittedly made by Kukreja to Narvekar, leaving balance consideration of Rs.2.10 crores (the further sum of Rs.75 lacs having to be adjusted towards cost of construction of 11,500 sq.ft.). This consideration was not paid and the built-up area was not handed over so far by Kukreja. So also, the renovated ancestral temple of 100 sq.ft. was not handed over by

Kukreja. The agreement was, in the premises, terminated by Narvekar by a termination letter dated 5 May 2011.

6.2 Agreement dated 11 February 2004 (C.T.S. Nos.91, 92 & 330) :

The total consideration under the agreement of 11 February 2004 was Rs.25 lacs., which was paid in full by Kukreja to Narvekar. Narvekar's case for termination of this agreement, as stated in his notice dated 5 May 2011, was that he had discovered that Kukreja had fraudulently made an application for grant of TDR and DRC under DCR 34 read with Appendix VII of D.C. Regulations, 1991 in respect of an area of 2178.10 sq.mtrs. from C.T.S. No.330 and for 13.40 sq.mtrs. for D.P. Road falling under C.T.S. No.330, without having any right, title or interest to these areas, the rights to develop which vested in Narvekar.

6.3 Agreement dated 5 August 2005 (C.T.S. No. 271, 764 & 89):

The total consideration under the agreement of 5 August 2005 was Rs.1,31,71,000/-, out of which sums aggregating to Rs.1,28,71,000/- were admittedly paid by Kukreja to Narvekar. The balance amount of Rs.2,51,000/- was paid by Kukreja to Narvekar under cover of the former's letter dated 22 February 2011, which was said to be belated and not accepted as final payment, purportedly on the ground of delay. The cheque was returned with the termination notice of 5 May 2011. The termination was basically on the ground of delay in payments and resulting damages to Narvekar.

7 Narvekar has, thus, terminated Kukreja Agreements only on the grounds that payments under the agreements by Kukreja were delayed; that Narvekar suffered a loss as a result of that delay; that TDR in respect of CTS No.330, forming part of the suit properties, was sought to be utilized by Kukreja without reference to Narvekar; and that built up area of 11,500 sq.ft. and the renovated ancestral temple of 100 sq.ft., which were agreed to be provided under Kukreja Agreements, were not provided.

8 Though there is some delay on the part of Kukreja in making payments under Kukreja Agreements, payments so far made by Kukreja have admittedly been accepted by Narvekar. As far as the balance payment due to Narvekar under the Kukreja Agreements, i.e. Rs.2.10 crores (after adjusting Rs.75 lacs towards the construction cost of 11,500 sq.ft. of built up area), is concerned, such payment had to be made by Kukreja to Narvekar only upon the latter evicting occupants of the suit property. This has evidently not happened and as a result, in terms of the Kukreja Agreements, payment of this amount is not yet due by Kukreja to Narvekar. As far as the built up area of 11,500 sq.ft. to be provided to Narvekar under the agreements is concerned, it has been the case of both Narvekar and Kukreja that construction of this built up area and handing over of the same to Narvekar would in turn depend upon eviction of the occupants. In fact, that is an express defence of Narvekar in his dispute with Mahimkar. This built up area of 11,500 sq.ft. was to be provided by Narvekar to Mahimkar as part of the consideration of Narvekar Agreements. When Mahimkar complained about Narvekar not having fulfilled Narvekar Agreements by handing over this area to Mahimkar, Narvekar's defence was that it was for Mahimkar to evict the occupants and for want of such eviction, it was not possible to construct on the suit properties and give possession of the built up area to Mahimkar. Thus, Kukreja's ability to

construct on the suit properties is directly linked to vacating of the occupants by Narvekar and Mahimkar. In the premises, omission to provide built up area 11,500 sq.ft. cannot be termed as a breach on the part of Kukreja. Renovation of the ancestral temple was also part of the construction project, which, as noted above, could not be undertaken for no fault of Kukreja. Thus, in effect, none of the grounds of termination alleged by Narvekar has any *prima facie* merit. (The issue of utilization of extra TDR in respect of CTS No.330 has been separately discussed below.) *Prima facie* Narvekar is, thus, not entitled to terminate the Kukreja agreements or obstruct their performance by Kukreja.

9 Let us now take up the case of Narvekar *vis-a-vis* Mahimkar in his three suits for specific performance. As noted above, the agreements between the two, i.e. Narvekar agreements, were the original foundation of *inter se* rights and liabilities of the parties. Based on these agreements, the agreements between Narvekar and Kukreja which followed, i.e. Kukreja agreements, were entered into practically on a back to back basis. The timing of these latter agreements, and payment and performance thereunder, clearly indicate their inter-dependence. Each individual Kukreja agreement followed in close proximity to the respective Narvekar agreement concerning the particular property. Payments made by Narvekar to Mahimkar under Narvekar agreements also coincide payments made by Kukreja to Narvekar under Kukreja agreements. In fact, there is adequate material on record to suggest that it was Kukreja who was to develop the suit properties and some of the Narvekar agreements were actually preceded by an understanding to that effect between Narvekar and Kukreja. There is evidence on record that Kukreja had advanced an amount of Rs.75 lacs to Narvekar even prior to the execution of Kukreja Agreements (Cheque No.260214); the payment of Rs.55 lacs by Narvekar to Mahimkar under the agreement between the two (i.e. the

agreement of 11 December 2003 for C.T.S. No.454) was made by Narvekar on 11 December 2003 from out of this amount of Rs.75 lacs; and, in fact, the payment so far by Narvekar to Mahimkar for the same parcel of land, i.e. Rs.1.61 crores has been fully covered by the total payment of Rs.2.05 crores by Kukreja to Narvekar under the related Kukreja agreement. As for the other parcel of the suit properties, namely, C.T.S. Nos. 271, 764 and 89, Kukreja paid Narvekar a sum of Rs. 40 lacs under the related Kukreja agreement vide pay order dated 15 July 2005 and the latter paid Rs.20 lacs from out of this sum to Mahimkar by cheque No.612362 dated 16 July 2005. As for properties at C.T.S. Nos.91, 92 and 330, Kukreja paid a sum of Rs.25 lacs to Narvekar's account under the related Kukreja agreement by a pay order (Pay Order No.8575) drawn in favour of Mahimkar, which has been reflected in the related Narvekar agreement dated 23 May 2003.

10 Just as the performance of their respective agreements by Kukreja and Narvekar has been on a back to back basis, the reasons of each for non-performance of their respective balance parts of the agreements (i.e. respectively of Kukreja and Narvekar agreements) have been inextricably interlinked. Mahimkar's reasons for termination of Narvekar agreements are Narvekar's failure to develop the property and give constructed area to Mahimkar. In addition, Mahimkar has termed Narvekar's entering into development agreements with Kukreja as an act of breach. That obviously cannot be accepted. Narvekar agreements (save and except the agreement in respect of C.T.S. No.454) simply require payment of monetary consideration, which has admittedly been fulfilled. So far as the balance consideration of constructed area is concerned, one of the answers of Narvekar to justify its non-fulfillment is that the obligation to settle with the tenants rested with Mahimkar, and without such settlement, which admittedly did not come

about, it was not possible to develop the property. Whether such obligation was of the owner, Mahimkar, or the developer, Narvekar, is a matter of debate, and the case needs to go to trial *inter alia* on that issue.

11 The other part of Narvekar's case pertains to the consent terms entered into between Mahimkar and Kukreja. Narvekar's objection to these consent terms is that Mahimkar cannot deal with the suit property to the exclusion of Narvekar. It is submitted that Mahimkar and Kukreja cannot thereby defeat Narvekar's rights. Even if it is possible to say that there is a *prima facie* case for specific performance of the Narvekar agreements, it is not possible to conceive of any protective relief in the matter in favour of Narvekar. The reasons are stated hereinbelow.

12 On the strength of his case in support of specific performance of his agreements with Mahimkar, Narvekar could not get any interim injunction against transfer of rights from Mahimkar to Kukreja. After all, his rights under these agreements were dealt with by Narvekar under his agreements with Kukreja and under the latter agreements all that Narvekar was to get out of the suit properties was payment of the balance consideration and for which no interim relief needs to be granted to him, in the facts of the case, except a limited relief as explained below.

13 So far as his agreement with Kukreja dated 10 September 2004 is concerned, all that he was to get was a monetary consideration of Rs.4.30 crores, a sum of Rs.75 lacs out of which was to be adjusted towards the construction cost of 11,500 sq.ft. to be allotted to Mahimkar (for Mahimkar and tenants) under the related Narvekar agreement, leaving a consideration of Rs.3.55 crores actually payable to him by Kukreja. The

supplementary agreement of 10 September 2004 provided for an additional consideration of Rs.60 lacs to Narvekar for his efforts for settlement of tenants/occupants. Out of Rs.4.15 crores (i.e. the balance sum of Rs.3.55 crores + Rs.60 lacs), a sum of Rs.2.05 crores was duly received by Narvekar from Kukreja, leaving out a sum of Rs.2.10 crores (i.e. Rs.1.50 crores + Rs.60 lacs) which was admittedly payable only against settlement of existing tenants/occupants, which, admittedly, was not Kukreja's obligation. As for the Kukreja agreement dated 5 August 2005 (in respect of C.T.S. Nos.271, 764 and 89), the consideration was entirely monetary, namely, Rs.1,31,71,000/- and was fully paid by Kukreja to Narvekar. So also, the full consideration for the Kukreja agreement dated 11 February 2004 (in respect of C.T.S. Nos.91, 92 and 300), which was Rs.25 lacs, was paid by Kukreja to Narvekar. Kukreja thus having duly performed the contractual obligations, which were due to be performed, there is no case for Narvekar against Kukreja *vis-a-vis* performance of Kukreja agreements including development of the suit properties. The relief, that could, at the most, be considered would be to protect the balance payment to Narvekar under the Kukreja agreement dated 10 September 2004 after adjusting the construction cost for of the built up area of 11,500 sq.ft. So far as the built up area itself is concerned, it anyway was to go to Mahimkar / tenants / occupants; nothing of it was to go to Narvekar. That was Mahimkar's consideration under the Narvekar agreement, the burden of which, as we have noted above, was anyway passed on to Kukreja under the Kukreja agreements. If and to the extent the consent terms between Kukreja and Mahimkar operate as a discharge of that obligation, Narvekar has no cause to complain. Mahimkar, as a vendor of the suit properties, could always transfer them to any third party. All that Narvekar could expect from such third party transferee was fulfillment of Mahimkar's promise *vis-a-vis* Narvekar, which was to perform the Narvekar agreement and execute conveyance of the suit

properties to Narvekar or his assignee/nominee. Narvekar, as we have seen above, has assigned his rights and agreed to cause the suit properties to be transferred to Kukreja. If that is so, there is no case for restraining Mahimkar, at the instance of Narvekar, from assigning his rights to Kukreja. There is neither *prima facie* case nor any possible objection on account of balance of convenience or irreparable prejudice available to Narvekar for doing so.

14 As far as the property at CTS No.330 is concerned, as I have already noted in my order dated 6 February 2015, and as I reiterate here, different considerations, however, would apply. CTS No.330, admeasuring 3402.40 sq.mtrs, consists of developable area of 625.60 sq.mtrs. and the balance area of 2776.80 sq.mtrs. reserved for RG and road and I-2 zone. It is the case of Narvekar that under Kukreja Agreements, as far as this particular plot of land is concerned, what was offered to Kukreja for development was only the developable area of 625.60 sq.mtrs. out of this plot, which was not subject to any reservation, and not the entire plot of 3402.40 sq.mtrs. Narvekar relies upon an agreement dated 11 February 2004, forming part of Kukreja Agreements, in this behalf. The agreement in terms states that only 625.60 sq.mtrs. out of CTS No.330 was the subject matter of the development agreement. It is Kukreja's case that the particular reference in the agreement to the area of 625.60 sq.mtrs. alone being the subject matter of the development agreement, was a fabrication on the part of Narvekar. It is claimed that in collusion with one of the employees of Kukreja, Narvekar, before registering the agreement, made these changes in the agreement. At this *prima facie* stage, it is hard to believe that a registered agreement relied upon by all the parties contains fabrications. Besides, even other documents on record such as the Index-II with reference to the Agreement of 11 February 2004, Kukreja's architects' letter dated 21 March 2011 support Narvekar's case

in this behalf. These documents also imply that what was the subject matter of the development agreement of 11 February 2004, was only an area of 625.60 sq.mtrs. and not the whole area of 3402.40 sq.mtrs. forming part of C.T.S No.330. As far as this area is concerned, there is definitely a case for protection of Narvekar and the parties cannot be permitted to deal with this area or development rights pertaining to this area to the prejudice of Narvekar before the concerned suits, ie. Suit No.606 of 2014 and Suit No.1889 of 2011, are heard.

15 In the premises, the following order is passed:

(i) Notice of Motion Nos.2289 of 2011, 2290 of 2011 and 2291 of 2011, respectively taken out in Suit Nos.1887 of 2011, 1888 of 2011 and 1889 of 2011, are allowed in terms of prayer clauses (b) and (c) as against Defendant No.1 in all three suits and disposed of as not pressed against Defendant No.2 in all three suits;

(ii) Before physical commencement of any development of the suit property, being Exhibit-B to the plaint in Suit No.1887 of 2011, the Plaintiff shall deposit a sum of Rs.2.10 crores in this court with intimation to Defendant No.1. As and when this amount is deposited, the parties shall have liberty to apply for further directions with respect to the amount, i.e. for either withdrawal by Defendant No.1 or investment of the amount. All rights and contentions of the parties in that behalf are kept open;

(iii) Notices of Motion Nos.2026 of 2015 and 1926 of 2015, respectively taken out in Suit Nos.618 of 2014 and 605 of 2014, are dismissed;

(iv) Notice of Motion Nos.1918 of 2015 is disposed of by ordering a temporary injunction pending hearing and final disposal of Suit No.606 of 2014 against Defendant Nos.1 and 2 restraining the Defendants from dealing with an area of 2776.80 sq.mtrs. from out of C.T.S. No.330, forming part of the suit property in this suit, or exploiting any development rights in respect thereof including the development potential in the form of FSI or TDR in respect of this area of 2276.80 sq.mtrs from out of C.T.No.330;

(v) All six suits to come up for directions after six weeks.

16 Mr.Shaikh, learned Counsel appearing for Defendant No.1 in Suit Nos.1887 of 2011, 1888 of 2011 and 1889 of 2011 and Plaintiff in Suit No.605 of 2014, 606 of 2014 and 618 of 2014 seeks stay of this order. Mr.Daga, learned Counsel appearing for the Plaintiff in the first three suits and Defendant No.2 in the next three, opposes the application. From about 2014, Mr.Shaikh's client has had an interim protection in the suits. In the premises, it is in the interest of justice to grant stay of this order for a limited period. This order shall accordingly come into effect after a period of eight weeks from today. For this period of eight weeks, the interim orders so far operating in the matters shall continue to operate.

(S.C. GUPTE, J.)

Sanskriti
A.
Thakur

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Sanskriti A.
Thakur
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