

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**INTERIM APPLICATION NO. 1328 OF 2021**  
**IN**  
**SUIT NO. 49 OF 2021**

Priti Dhananjay Shah ...Plaintiff  
*Versus*  
Tejas Nitin Varia & Ors ...Defendants

**WITH**  
**INTERIM APPLICATION NO. 1335 OF 2021**  
**IN**  
**SUIT NO. 57 OF 2021**

Priti Dhananjay Shah ...Plaintiff  
*Versus*  
Achint Nitin Varia & Ors ...Defendants

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**Mr Piyush M Shah, with Dishang J Shah, Chirag U, Karan Gandhi  
& Hetta Sagar, for the Plaintiff/Applicant.**  
**Mr Rajesh Shah, i/b KV Chheda & Co, for the Defendant.**

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**CORAM: G.S. PATEL, J**  
**DATED: 5th October 2021**

**PC:-**

ARUN  
RAMCHNDRA  
SANKPAL

Digitally signed by  
ARUN RAMCHNDRA  
SANKPAL  
Date: 2021.10.20  
10:38:46 +0530

1. Mr Rajesh Shah on behalf of Defendants Nos. 1 and 2 in both Suits makes a statement that his clients will not attempt to

dispossess the Plaintiffs in the two Suits except following the due process of law.

2. Mr Shah for Defendants Nos. 1 and 2 states that his clients have filed proceedings before the competent authority under Section 24 of the Maharashtra Rent Control Act 1999 for possession of the two flats from the two Plaintiffs. The statement is noted.

3. I also note the statement by Mr Piyush Shah for the Plaintiffs that his clients are ready and willing to deposit in Court the entire balance consideration that is, according to them, due and payable in respect of one of the two flats. The amount is Rs. 3.80 crores and was due in December 2020 in respect of flat No. 701. The time for completion of the sale of the second flat No. 702 was December 2021.

4. The case of the Plaintiffs that there was in fact an agreement for sale is disputed root and branch by the Defendants. They say that the Plaintiffs were only licensees. Any additional amount paid by the Plaintiffs was by way of a loan to Defendant No. 3. There was no sale agreement for either of the two flats at any time whatsoever.

5. The rival contentions are kept open. The statement made on instructions on behalf of Defendants Nos. 1 and 2 is noted. This will suffice as an interim order in both IAs and in both Suits.

6. Liberty to the parties to apply.

7. **Both Interim Applications are disposed of in these terms.**

8. All concerned will act on production of a digitally signed copy of this order.

**(G. S. PATEL, J)**

**Note:** This order is modified as per order dated 14th October 2021. The corrections are shown in paragraph 7.