

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 281 OF 2023

IN

NOTICE OF MOTION NO. 676 OF 2022

IN

S.C. SUIT NO. 7298 OF 2006

Shrikant Shriram Narsaria

....Appellant

V/s.

Sangeeta Rajendra Sharma

And Ors.

...Respondents

Mr. Shyam Mehta, Senior Advocate with Mr. Jai Chhabra, Ms. Tvishi Pant i/by. Keystone Partners, for the Appellant.

Mr. Manoj Thakur, for Respondent No.1.

Mr. Mohit Khanna, Mr. Uttam Rane i/by. U.S. Rane, for Intervenor.

Mr. Prateek Pai i/by Mr. Avishkar Sawant, for Respondent No.8.

CORAM : SANDEEP V. MARNE, J.

DATED : 9 NOVEMBER 2023.

P.C. :

1. A praceipe is moved for speaking to the minutes of the order dated 23 October 2023.
2. Mr. Mehta, the learned counsel appearing for the Appellant would submit that this Court has directed the Registrar of the City Civil Court or an Officer nominated by the Registrar to execute the agreements for grant of Permanent Alternate Accommodations (PAA) in the name and on behalf of Plaintiff and Defendant No.1(d). He would submit that in addition PAA, signature of Plaintiff and Defendant No.1(d) would also be required for execution of Development Agreement, Power of Attorney etc. He would also submit that there are some typographical errors in the Judgment and Order.
3. Mr. Thakur, the learned counsel who represented Respondent No.1 in the Appeal submits that he has returned all the papers to Respondent No.1 and that he does not have instructions on her behalf.
4. Considering the object of passing the Judgment and Order dated 27 October 2023, which is to enable redevelopment of the suit property, it would be appropriate to empower the Registrar/ Officer nominated by him to execute all necessary documents for the purpose of effecting redevelopment of the suit property.

Accordingly, following clauses be added between Clauses-(II) and (III) as Clause No.IIA.

(IIA). The Registrar of the City Civil Court or any other officer nominated by the Registrar shall also execute for and on behalf of the Plaintiff and Defendant No.1(d), necessary agreements and documents that would be required for redevelopment of the suit property and to also admit its execution before the Sub-Registrar.

5. The following corrections (in bold) in para-2 at page-6 of the judgment :

Short Cause Suit No. 7298 of 2006 has been filed by the Plaintiff/Respondent No.1, seeking partition of the land bearing Survey No.545 admeasuring 1235 square **meters** at Village-Malad, Borivali, Mumbai Suburban District together with house/structure constructed thereon and for allotment of 1/9th share to her.

6. The following correction (bold) to be made in para-6 at page-10 of the Judgment :

“That, as per the structural audit report, the building is classified in **C-2A** category requiring major structural repairs.”

7. The following correction (in bold) to be made in para-9 at page-12 of the Judgment :

As per the report submitted by the structural auditor, the building is classified into **C-2A** category requiring major structural repairs.

8. The following correction (in bold) to be made in para-11 at page-14 of the Judgment :

Now the third developer is willing to carry out re-development and has offered benefit in the form of **30%** additional area in the reconstructed building.

9. The following correction (in bold) be carried out in the appearance at page-4 of the Judgment :

Mr. Prateek Pai i/by. Mr. Avishkar Sawant for Respondent No.8.

10. The Praceipe stands disposed of.

SANDEEP V. MARNE, J.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 281 OF 2023

WITH

INTERIM APPLICATION NO. 3651 OF 2023

WITH

INTERIM APPLICATION NO. 7906 OF 2023

Shrikant Shriram Narsaria, }

Aged: 58 years, Occupation: }

Business, residing at Shriniwas }

House, Flat No. 1, 2" Floor, Rani }

Sati Marg, Malad (East), Mumbai }

400 097. }

Versus

1. Sangeeta Rajendra Sharma }

Of Mumbai, Indian Inhabitant, }

Age not known, Occupation: }

Household, Residing at Om }

Shanti Tower, 704, B-Wing, }

- Shanti Park, MTNL Road, Mira }
Road (E), District: Thane. }
2. Shreekanta Nandkishor Narsaria }
w/o. Nandkishor Narsaria, age and }
occupation not known, residing at }
Flat No. 3, Shriniwas House, Rani }
Sati Marg, Quarry Road, Opp. BMC }
School, Malad (East), Mumbai 400 097. }
3. Deepali Sandeep Gupta }
Married, age and occupation not }
known, residing at R.H. No. 15, }
Gaurav Greens Row House CHS }
Ltd., Mangal Nagar, Behind }
Gaurav Regency, Mira Road }
(East), Thane 401 107. }
4. Niraj Nandkishor Narsaria }
Age and occupation not known, }
residing at Flat No. 3, Shriniwas }
House, Rani Sati Marg, Quarry }
Road, Opp. BMC School, Malad }

- (East), Mumbai 400 097. }
5. Shivkumar Narsaria }
- s/o Radheshyam S. Narsaria, aged }
- about 68 years, residing at Flat }
- Nos. 11 and 3, Shriniwas House, }
- Rani Sati Marg, Malad (East), }
- Mumbai 400 097. }
6. Jagmohan Narsaria }
- s/o Radheshyam S. Narsaria, age }
- and occupation not known, }
- residing at 601, Ashoka Building, }
- Raheja Township, Malad (East), }
- Mumbai 400 097. }
7. Poonam Sonthalia }
- Aged: 60 years, occupation: }
- Household, Indian Inhabitant, }
- residing at Plot No. 7A, Second }
- Floor, NRI Complex, Mandakani, }
- Delhi. }

8. Gopal Hanumanprasad Narsaria }

Aged about 63 years, Occupation: }

Business, Residing at Shriniwas }

House, Flat No. 2, 2nd Floor, Rani }

Sati Marg, Malad (East), Mumbai }

400 097. }

...

Mr. Shyam Mehta a/w Mr. Jai Chhabra, Mr. Vaibhav Charalwar, Ms. Sita Kapadia, Ms. Tvishi Pant i/by Keystone Partners, Advocates for the Appellant/Applicant.

Ms. Pushpa Tiwari i/by S.R. Shukla, Advocates for Respondent Nos. 2 to 5.

Mr. Manoj Thakur, Advocate for Respondent No.1.

Mr. Ashish Kamat, Senior Advocate a/w Mr. Mohit Khanna, Mr. Uttam Rane i/by U.S. Rane, Advocate for Intervenors.

Mr. Prateek Pai i/by. Mr. Avishkar Sawant for Respondent No.8.

...

CORAM : SANDEEP V. MARNE, J.

RESERVED ON : 17 OCTOBER 2023

PRONOUNCED ON : 23 OCTOBER 2023

JUDGMENT

1. This appeal is filed by the Appellant challenging Order dated 15th March 2023 passed by the City Civil Court rejecting Notice of Motion No.676 of 2022. The Notice of

Motion was filed by the Appellant, who is original Defendant

No.2 (b) in the Suit, seeking following reliefs:-

i) *Pass such order directing the plaintiff and defendant No.1(d) through his guardian to execute all such documents, including applications, forms, memorandums of understanding, development agreement as may be required for the development of the property [being land bearing CTS Nos. 545, 545/1, 545/2, 545/3, 545/4, 545/5 & 545/6 in Revenue village - Malad (E), Taluka - Borivali, Mumbai Suburban District, situated at Rani Sati Marg, Malad (East), Mumbai 400 097, together with structures thereon];*

ii) *in the alternative to prayer (i) above, direct the Registrar of this Hon'ble Court to execute all such documents, including applications, forms memorandums of understanding, development agreement as may be required for the development of the property [being land bearing CTS Nos. 545, 545/1, 545/2, 545/3, 545/4, 545/5 & 545/6 in Revenue village - Malad (E), Taluka - Borivali, Mumbai Suburban District, situated at Rani Sati Marg, Malad (East), Mumbai 400 097, together with structures thereon], on behalf of and in the name of the Plaintiff and Defendant No. 1 (d), by affixing his signature and seal thereon,*

iii) *pass an order and direction restraining the plaintiff and defendant No. 1 (d) and/or their representatives, officers, assigns, representatives, servants, agents and any other person claiming by through or under them, by a temporary order and injunction from in any manner directly or indirectly interfering in the proposed development of the property [being land bearing CTS Nos. 545, 545/1, 545/2, 545/3, 545/4, 545/5 & 545/6 in Revenue village - Malad (E), Taluka - Borivali, Mumbai Suburban District, situated at Rani Sati Marg, Malad (East), Mumbai 400 097, together with the structures thereon] in any manner whatsoever;*

iv) *pass an order directing the plaintiff to remove the lock placed by her on a portion of block No.2, to enable the redevelopment of the property (being land bearing CTS Nos. 545, 545/1, 545/2, 545/3, 545/4, 545/5 & 545/6 in Revenue village - Malad (E), Taluka - Borivali, Mumbai Suburban District, situated at Rani Sati Marg, Malad*

(East), Mumbai 400 097, together with structures thereon];

v) pass an order appointing a private receiver to secure the disputed claim of the plaintiff and undisputed claim of defendant No.1(d) from the area and consideration received by the developer being M/s. SL Realty and Arch Group from the proposed redevelopment of the property [being land bearing CTS Nos. 545, 545/1, 545/2, 545/3, 545/4, 545/5 & 545/6 in Revenue village -Malad (E), Taluka - Borivali, Mumbai Suburban District, situated at Rani Sati Marg, Malad (East), Mumbai 400 097, together with structures thereon;

vi) Grant ad-interim reliefs in terms of prayer clause (i) to (v);

vii) Grant such other reliefs as this Hon'ble Court may deem fit and proper.

2. Short Cause Suit No. 7298 of 2006 has been filed by the Plaintiff/Respondent No.1, seeking partition of the land bearing Survey No.545 admeasuring 1235 square meters, at village Malad, Borivali, Mumbai Suburban District together with house/structure constructed thereon and for allotment of 1/9th share to her. It appears that the suit is subsequently amended seeking allotment of 1/6th share in Plaintiff's favour.

3. It appears that the structure constructed on the suit property is occupied by owners as well as the tenants. It is Appellant's case that the structure standing on the suit property has deteriorated and now it stands in a dangerous condition thereby putting the lives of occupiers in danger.

The Appellant, other co-owners and tenants have accordingly proposed to carry out redevelopment of the suit property by engaging a developer. However, since the Plaintiff and Defendant No. 1(d) (Respondent No.6) are not cooperating for execution of the development agreement, the redevelopment of the building has been stalled. It is undisputed that the contesting parties to the suit are family members and there are disputes about the exact share which Plaintiff and Defendants in the suit would inherit. However pending decision of those shares, Notice of Motion No. 676/2022 was taken out by the Appellant seeking a direction against Plaintiff and Defendant No.1(d) to execute necessary documents for development of the suit property. In the alternative, direction was sought to the Registrar of the City Civil Court to execute the necessary documents on the behalf of the Plaintiff and Defendant No.1 (d) so that the redevelopment of the property progresses. The City Civil Court has however proceeded to reject the Notice of Motion by its Order dated 15th March 2023.

4. I have heard Mr. Mehta, the learned senior advocate appearing for Appellant. He would submit that the Plaintiff had initially claimed 1/9th share in the suit property. That,

after amending the suit, she claims 1/6th share in the suit property. According to Mr. Mehta, the real share of the Plaintiff in the suit property is much lesser. However without prejudice and with a view ensure that the re-development of the property takes place, he would submit that the Appellant is willing to set apart constructed area, corpus amounts as well as transit rent corresponding to the 1/6th share of the Plaintiff. He would submit that in similar manner the constructed area, corpus amounts and transit rent in respect of Defendant No.1 (d) (Respondent No.6) can also be set apart so that the re-development of the building can commence. He would submit that on account of non-cooperation of one co-owner, the other owners as well as the tenants of the building are suffering. That, one co-owner cannot be permitted to stall the entire re-development process indefinitely. That, the suit of the Plaintiff for seeking partition and separate possession is pending since the year 2006 and till decision of the suit, the re-development process cannot be stalled. He would submit that the building is in a dangerous condition and is likely to fall at any point of time and in such circumstances City Civil Court could not have rejected the Notice of Motion filed seeking directions to

Plaintiff and Defendant No.1 (d) to execute the necessary documents for redevelopment of the suit property. He would submit that on account of non-cooperation of the Plaintiff, the previous two developers have withdrawn their proposals for re-development of the suit property. That, the third developer has now been identified jointly by the Appellant and the tenants and if orders as sought in the notice of motion are not granted, even that developer is likely to withdraw his consent.

5. Mr. Thakur, the learned counsel appearing for the Plaintiff/Respondent No.1 would oppose the appeal and support the order passed by the City Civil Court. He would submit that the suit property is not in dilapidated condition. That, the same can be repaired and its life can be extended. That redevelopment of the suit property is being used as a ploy to deny lawful rights of the Plaintiff. He would counter the submission of Appellant that Respondent No.1 does not reside in the suit property by inviting my attention to letter dated 23.07.2019 by which proceedings of Writ Petition No.6944 of 2019 were sent to Respondent No.1 at her address of the suit property. He would further submit that

the suit property is located at a prime location and can fetch extremely good consideration for re-development. That, the Appellant is dealing with developers behind the back of the other co-owners and attempting to grant of development rights at a throw away price. He would submit that the corpus amount of Rs. 2.51 crore for re-development of suit property is minuscule. That, Plaintiff and Defendant No.1(b) (Respondent No.6) together own 17% and 11% share respectively in the suit property and despite being owners in respect of 28% share in the suit property, they are not taken into confidence while choosing a developer and conducting negotiations. He would further submit that the Appellant has undertaken unauthorized construction in the suit property in respect of which the Municipal Corporation has issued notices. That, no decision with regard to re-development of the suit property which can be taken without the consent of Plaintiff and Defendant No.1(b) who own substantial shares in the suit property. Mr. Thakur would submit that the City Civil Court has correctly appreciated the entire controversy and has rightly rejected the notice of motion. That, no interference is warranted in the order of City Civil Court. He would pray for dismissal of the appeal.

6. Mr. Kamat, the learned senior advocate would appear on behalf of the Intervenors who have filed Interim Application No.7906/2023 seeking to intervene in the present appeal. He would submit that the suit property comprises of building with Ground + 3 Upper Floors, a Chawl and 3 garages. That there are 25 tenants in the suit property, out of whom 20 tenants have already consented for re-development. That the building 'Shriniwas House' situated on the suit property is in precarious condition. He would submit that several mishaps have taken place where portions of the building have collapsed endangering the lives of the occupants. He would invite my attention to various photographs placed on record to demonstrate the ruinous condition of building. That, as per the structural audit report, the building is classified in C-2A category requiring major structural repairs. That, on account of disputes between the co-owners, the tenants are unnecessarily made to suffer. He would submit that till resolution of dispute relating to shares of owners, the tenants cannot be made to live in a building which is dilapidated.

7. Rival contentions of the parties now fall for my consideration.

8. Plaintiffs' grandfather Shrinivas Narsaria purchased the suit property comprising land admeasuring 1235 square meter at Survey No.545, Malad, Borivali Suburban District. He constructed a building by name 'Shrinivas House' consisting of a building with ground + 3 upper floors and, chawl with ground + 1 upper floor and 3 garages. Shrinivas Narsaria died in the year 1966 leaving behind him three sons Radheshyam, Shriram and Hanuman Prasad. Plaintiff-Sangita Sharma is the daughter of Hanuman Prasad Narsaria. She claims a share in the suit property along with her brother Gopal Narsaria (Defendant No.4). The other Defendants are children of other two sons of Shrinivas namely Radheshyam and Shriram. Plaintiff has instituted LC Suit No.7298 of 2006 seeking partition of the suit property. In the plaint as originally filed, she sought allotment of 1/9th share in the suit property. She later amended the suit and has sought allotment of 1/6th share in the suit property. The suit is pending since the year 2006.

9. It appears that the structure located on the suit property 'Shriniwas House' was originally constructed in the year 1925 and has been further developed in the year 1950 and 1966. As per the report submitted by the structural auditor, the building is classified into 'C-2A' category requiring major structural repairs. About 80% of the tenants have agreed for re-development of the building and except Plaintiff and Defendant No. 1 (d), the other co-owners are apparently agreeable for re-development of the suit property. Plaintiff appears to be opposing the re-development through developer chosen by the other co-owners and carries an impression that the location of suit property at prime spot would fetch much higher value. It thus appears that the Plaintiff is not *per se* opposed to the re-development idea. She however feels that the structure is not in a dilapidated condition and can be repaired and that therefore there is no hurry in going for re-development by accepting proposal of a developer, who wants to take over the property at a throwaway price. Upon a query made by the Court as to whether the Plaintiff is willing to share the costs for carrying out major structural repairs, she expressed her inability to do

so. It therefore appears that the Plaintiff neither wants to carry out structural repairs nor is consenting for re-development of the property. I have gone through the report of structural auditor as well as the photographs placed on record. The photographs show ruinous condition of the structure. The tenants have pleaded that several portions of the suit structure have collapsed. Photographs of mishaps that have occurred in the past are also placed on record. From the report of the structural auditor as well as condition of the building as seen from from the photographs, it is difficult to believe that the building is safe for occupation at present or in future.

10. The issue that therefore arises is whether the other co-owners and tenants should be exposed to danger while residing in structure requiring major structural repairs during resolution of disputes between the co-owners regarding their shares. The suit of the Plaintiff is pending since the year 2006 and it is not known as to how long will it take for its final decision. The decision of the City Civil Court may further be carried in appeal by the aggrieved parties. In such circumstances, re-development of the building cannot

be stalled till rights and entitlements of the family members to the suit property are finally determined.

11. In my view, the City Civil Court has missed this vital aspect while rejecting the Appellant's notice of motion. The City Civil Court has unnecessarily gone into the issues of additional FSI and benefits flowing out of re-development. It has recorded unwarranted finding about credentials of the developer. It has held that direct approach to the single developer would not satisfy and that his offer is not the best one. It has also held that no tenders were invited for choosing the developer. I find all these reasons recorded by the City Civil Court for rejecting the relief of temporary injunction to be totally unsustainable. The records of the case would indicate that two developers had earlier showed interest in carrying out re-development of the suit structure. On account of disputes between the co-owners, they have backed out. Now the third developer is willing to carry out re-development and has offered benefit in the form of 30% additional area in the reconstructed building. While Plaintiff may contend that the building is likely to fetch more benefits, she has not come forward with any counter proposal. In fact

Mr. Mehta took pains to demonstrate that the Appellant had called upon Plaintiff to scout for a developer with a better deal. However, it appears that the Plaintiff has not been able to procure any better offer from an alternate developer. Even while the present appeal was being heard, Plaintiff was not able to produce on record any document to show that any other developer is willing to offer a better deal.

12. Plaintiff claims that she along with Defendant No.1(d) own 28% share in the suit property and the same cannot be re-developed without their consent. However, at the same time it must also be borne in mind that there are several tenants in the suit structure, 80% of whom are willing to accept the proposal offered by the developer. Thus, not just the owners but even majority of tenants have expressed willingness to go for re-development by accepting the deal offered by the developer. In such circumstances, whether the process of redevelopment can be delayed indefinitely on account of Plaintiff's belief that the suit property is likely to fetch better deal? In my view, the answer to question would obviously be in the negative.

13. Plaintiff had initially claimed $1/9^{\text{th}}$ share in her suit and by amending the share, she now claims $1/6^{\text{th}}$ share in the suit property. In my view, therefore, ends of justice would meet if Plaintiffs' $1/6^{\text{th}}$ share as well as the share of Defendant No.1 (d) can be protected while permitting the re-development process to progress.

14. It appears that the developer has offered 30% additional area over and above the constructed areas in occupation of the owners. It appears that the total area in occupation of the owners is 3,300/- square feet for which the developer is willing to offer area of 4290 square feet. Additionally, the developer has offered to pay the corpus amount of Rs.2.51 crore for all co-owners together. Even if Plaintiffs' $1/6^{\text{th}}$ share in such developed area of 4290 square feet is computed, the same would come to 715 square feet. In the total corpus of Rs.2.51 crore Plaintiffs' $1/6^{\text{th}}$ share would be Rs.41,83,333/-. It appears that the developer has also agreed to pay transit rent of Rs. 60 square feet and accordingly in respect of her $1/6^{\text{th}}$ share of 3,300 square feet i.e. 550 square feet, She would be entitled to transit rent of Rs.33,000/- per month. Additionally the developer has offered

one time brokerage fee equivalent to one month's transit rent and shifting charges of Rs.10,000/-.

15. In my view to protect the rights of the Plaintiff, the constructed premises, corpus amount, transit rent, etc. to which Plaintiff may be entitled to upon succeeding in proving 1/6th share in the suit property can be kept apart and the re-development process can commence. Similarly, since Defendant No.1 (d) is not willing to execute the necessary papers for re-development, his corresponding share in the constructed portion, corpus amount, transit rent, etc. can also be secured. This arrangement would ensure that in the event of Plaintiff and Defendant No.1 (d) succeeding in their claim of share in the suit property, the benefit flowing out of re-development corresponding to their share in the suit property can be granted to them while deciding the suit.

16. For securing Plaintiffs' share out of benefits flowing through re-development of the suit structure, the entire re-development process cannot be stalled. Once Plaintiffs' share to the benefits flowing out of re-development are secured, no loss or prejudice would be caused to her. That, her alleged

share in the suit property (as well as in benefits flowing out of re-development) would be protected till decision of the suit. Such arrangement would also result in maintaining the balance of convenience as the other co-owners and tenants are not exposed to the danger of residing in a dilapidated structure during the pendency of the suit.

17. Accordingly the appeal partly succeeds and I proceed to pass the following order:-

I] The Appellant and other co-owners are permitted to undertake redevelopment of the suit property through the developer chosen by them jointly with the tenants, without the consent of Plaintiff and Defendant No.1(d).

II] An agreement for grant of permanent alternate accommodation in the redeveloped building admeasuring 715 square feet carpet area shall be executed in the name of Plaintiff. Similarly, another agreement for grant of permanent alternate accommodation for area admeasuring 357.50 square feet shall be executed in the name of Defendant No.1(d). The Registrar of the City Civil Court or any other Officer nominated by the Registrar shall execute the agreement for grant of

permanent alternate accommodation in the name of and on behalf of Plaintiff and Defendant No.1 (d) with the developer.

(IIA). The Registrar of the City Civil Court or any other officer nominated by the Registrar shall also execute for and on behalf of the Plaintiff and Defendant No.1(d), necessary agreements and documents that would be required for redevelopment of the suit property and to also admit its execution before the Sub-Registrar.

III] The agreement for grant of permanent alternate accommodation shall contain a covenant for payment of corpus amount of Rs.41,83,333/- to Plaintiff and Rs.20,91,666/- to Defendant No.1(d). Immediately upon execution of the permanent alternate accommodation agreement by the Registrar on behalf of the Plaintiff and Defendant No.1(d), the corpus amount of Rs.41,83,333/- and Rs. 20,91,666/- payable to Plaintiff and Defendant No.1 (d) shall be deposited by the developer in the City Civil Court.

IV] The permanent alternate accommodation agreement to be executed by the Registrar on behalf of

the Plaintiff and Defendant No.1(d) shall also contain a covenant for payment of transit rent of Rs.33,000/- per month to Plaintiff and Rs.13,620/- to Defendant No.1(d). The amount of transit rent shall be deposited each month by the developer in the City Civil Court.

V] The permanent alternate accommodation agreement shall also contain a covenant for payment of one-time brokerage fee equivalent to one month of transit rent as well as one time relocation/ shifting charges of Rs. 10,000/-. Those amounts shall also be deposited by the developer with the City Civil Court immediately upon execution of permanent alternate accommodation agreement.

VI) The amounts deposited as above shall be invested by the City Civil Court in interest bearing deposits.

VII] Execution of permanent alternate accommodation agreement and deposit of various amounts as directed above shall be without prejudice to the rights and contentions of the parties in the suit. At the time of final decision of the suit, the City Civil Court shall decide the exact share of Plaintiff and Defendant No.1 (d) in the suit property and shall pass further orders with regard to

their corresponding entitlements in respect of the flats in redeveloped building, corpus amount, transit rent, etc.

VIII) The Plaintiff and Defendant No.1(d) shall vacate the premises in their respective occupation within two weeks of execution of permanent alternate accommodation agreement by the Registrar.

VII] Upon completion of the redevelopment of the building, possession of flats admeasuring 715 square feet in respect of Plaintiff and 357.50 square feet in respect of Defendant No.1 (d) shall be delivered to the Court Receiver of the City Civil Court who shall grant leave and license in respect of the same and direct deposit of license fees in the City Civil Court, to be invested in Fixed Deposit.

VIII) Appellant shall ensure implementation of above directions by the developer.

IX) The City Civil Court shall proceed to decide the Suit on its own merits without being influenced by observations in this judgment or in the impugned order.

18. With the above directions, the appeal is disposed of.

19. In view of disposal of Appeal, Interim Applications do not survive and the same are also disposed of.

SANDEEP V. MARNE, J

**NEETA
SHAILESH
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