

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**INTERIM APPLICATION NO. 3685 OF 2021
IN
APPEAL FROM ORDER NO. 1260 OF 2015**

Atmaram Tukaram Veer,
Thr. Coa. Mr. Rupesh A. Veer
Versus
Sunil Tukaram Veer

...Petitioner

...Respondent

...

Mr. Sujit S. Nikam, for Applicant in IA/3685/2021.

Mr. S. Y. Thorat, for Appellant in AO/1260/2015.

Mr. Sarthak Utangale, a/w. Mr. Vedant Joshi i/b. M/s. Utangale & Co. for Respondent Nos.5 to 8.

Mrs. S. S. Dukhande, Section Officer of of Court Receiver present.

Mr. Prakash M. Kamble, Treasurer of Society present.

Mr. Abhay Mohta, Director of Respondent No.4.

...

CORAM: SANDEEP V. MARNE, J.

DATE : 07 OCTOBER 2023.

P. C.:

By order dated 17 December 2015, while disposing of the Appeal from Order, this Court issued following directions :-

2. In view of the rival claims made by the plaintiff and defendant no.1 who are real brothers, it would be appropriate if the developer is directed to hand over possession of the permanent alternate accommodation of the suit property to the Court Receiver as and when the same is ready. The agreement for

permanent alternate accommodation also can be executed for the time being with the Court Receiver in respect of the suit property which shall be subject of the final outcome of the S. C. Suit No.967 of 2014.

2. The present application is filed complaining that though the possession of permanent alternate accommodation has been handed over to the Court Receiver, the agreement for permanent alternate accommodation has not yet been executed.

3. Respondent No.4 is present personally and submits that he has already handed over draft of agreement for permanent alternate accommodation to Court Receiver. He would submit that similar agreement is executed in respect of other 198 allottees and that therefore there is no question of changing the terms and conditions of draft agreement for permanent alternate accommodation. There appears to be some dispute about the covenants in the draft agreement. The current Managing Committee is averse to signing the agreement on account of some of the covenants relating to the ownership of FSI. Considering the limited issue involved in the appeal and in the suit, it is not necessary to go into the dispute of ownership of FSI. The Managing Committee shall therefore cooperate with the Court Receiver for executing agreement in the same format in which the same is executed by 198 members. This would be done without prejudice to the rights and contentions of the society. The Court Receiver is present in the Court. The Court Receiver,

Respondent No.4 and Society shall execute the registered agreement for permanent alternate accommodation within a period of 04 weeks from today.

4. The other prayer in the Application is for expediting the hearing of the suit. The learned counsel for Applicant would submit that on account of non compliance of direction for execution of agreement for permanent alternate accommodation, hearing of the suit is held up.

5. The City Civil Court is requested to expedite hearing of the suit and make an endeavor to decide the suit preferably within a period of one year from today.

SANDEEP V. MARNE, J.

**KISHOR
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