



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

**CIVIL WRIT PETITION NO. 13278 OF 2024**

Anil Ambumal Budhrani And Ors.

...Petitioners

vs.

Dhaya Sitaram Keni (Since Decd.  
Thr. Lrs) and Ors.

...Respondents

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|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Mr. Nitin Gangal a/w Ms. Perna Shukla and Ms. Prapti Karkera                                                                      | Advocate for the Petitioners            |
| Adv. Dr. Abhinav Chandrachud through VC a/w Adv. Sanjiv Sawant and Adv. Bhakti W and Adv. Unnati Ghia i/by Adv. Abhishek Deshmukh | Advocate for the Respondent Nos. 1 to 7 |

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**CORAM : S. M. MODAK, J.**

**DATE : 16<sup>th</sup> OCTOBER 2024**

**P. C. :-**

1. Heard learned Advocate Shri Gangal for the Petitioners/deed holders and learned Advocate Dr. Shri Chandrachud for Respondent No. 1 to 7/Judgment Debtors. There was suit for specific performance. It was settled and execution is filed.

2. The development rights are given to the deed holders in respect of plots to be allotted by CIDCO as per 12.5% scheme. As per CIDCO

rules, tripartite agreement and lease deed have to be executed. Tripartite agreement was executed. It is on page no. 143. The judgment debtors have filed two applications below Exhs. 71 and 72. The executing Court during pendency of those applications have directed the Parties to maintain *status-quo* as per order dated 05.09.2024, at page no. 260. Its correctness is challenged by the decree holders. There is ad-interim relief granted by this Court on 18.09.2024. This matter is circulated by judgment debtors.

3. The Judgment debtors are having grievance about nature of the Tripartite agreement and grievances are made in those applications.

4. Whereas according to the decree holders, it was executed as per the consent given by the judgment debtors on the application made before the executing court. Both the Parties are having the grievance against each other.

5. The decree holders have filed an undertaking on page no. 226 before the Executing Court thereby describing the flats and the shops details which decree holders have agreed to allot to the judgment debtors.

6. Learned Advocate Shri Dr. Chandrachud is having grievance

about it. So to say it is not clarified how much is 100% available to the decree holders.

7. On the basis of the instructions, learned Advocate Shri Gangal submitted that they will file an affidavit on the next date.

8. With these understandings, let the matter be adjourned to **02<sup>nd</sup> December 2024**.

9. On the basis of the instructions, learned Advocate Shri Gangal submitted that they will not create third party interest in respect of the plots and shops described in their undertaking.

10. Ad-interim relief granted earlier to continue till next date.

[S. M. MODAK, J.]