



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO.13934 OF 2024

IN

FIRST APPEAL NO.1302 OF 2022

Kumar Chandravadan Pathak	...Applicant
In the matter between	
Kumar Chandravadan Pathak	...Appellant
<u>Versus</u>	
Ketan Chandravadan Pathak And Ors.	...Respondents

Adv. Gautam Ankhad, Sr. Advocate a/w Shanay Shah, Hamza Lakhani, Akshay B. Udeshi for the Applicant.

Coram : Sharmila U. Deshmukh, J.

Date : October 21, 2024.

P. C. :

1. At the outset, learned senior Advocate for the Applicant tenders the affidavit of service. The same is taken on record.
2. **Rule.**
3. Rule on prayer clause (a) and (c) returnable on **16th December, 2024.**
4. In the present case, the Applicant has been non suited only of the ground of limitation. The finding of the Trial Court is based on communication dated 12th September, 2002 issued by MHADA to the Applicant calling upon the Applicant to submit a proposal to the Applicant to elect an option out of two options which are made

available. The Trial Court has come to a conclusion that it is the letter dated 16th October, 1995 which creates a concluded contract.

5. As the communication dated 12th September, 2022 *prima facie* appears to be only a proposal put forth by MHADA, the dismissal of the suit on the ground of limitation appears to be *prima facie* an erroneous finding.

6. In the present case, the Applicant is in possession of the suit premises since the year 1965. A concluded contract has been held to have been arrived at between the parties in the year 1995. In light of the above, ad-interim relief in terms of prayer clause (a) and (c).

[Sharmila U. Deshmukh, J.]