

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL REVISION APPLICATION NO.594 OF 2023
WITH
INTERIM APPLICATION NO.14064 OF 2024

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Shri.Sanjay Shivajirao Powar and Ors. ...Applicants

vs.

Sou.Shefali Kartik Mehta ...Respondent

WITH
INTERIM APPLICATION NO.14065 OF 2024
WITH
INTERIM APPLICATION NO.13481 OF 2024

Shefali Kartik Mehta ...Applicant

In the matter between:-

Shri.Sanjay Shivajirao Powar and Ors. ...Applicants

vs.

Sou.Shefali Kartik Mehta ...Respondent

Ms.Unnati Ghia a/w Mr.Neel Kothari, Mr.Abhishek Nandimath, Mr.Ashwin Hirulkar i/b. Agarwal & Dhanuka Legal:-	Advocates for Applicant in Interim Application No.14065 of 2024 – Original Respondent.
Mr.Shubham K. Kanade i/b. Mr.Kush Lahankar:-	Advocate for Applicant in Civil Revision Application and in Interim Application No.14064 of 2024.

CORAM : S. M. MODAK, J.

DATE : 22nd OCTOBER 2024

P. C. :-

INTERIM APPLICATION NO.14064 OF 2024
AND
INTERIM APPLICATION NO.13481 OF 2024

1. The Civil Revision Application is listed on the basis of *praecipe* moved by the Respondent – Original Plaintiff. It is true, this Court as per the order dated 17th October 2023 has granted an ad-interim relief in terms of prayer clause (c). At the same time, this Court has granted a liberty to the Plaintiff to proceed with the remedies under Section 27 or 25 of the Consumer Protection Act, 1986.
2. Today, learned Advocate Shri.Lahankar for the Applicant is not available due to personal difficulty. There is insistence on behalf of the Respondent to pass an order on Interim Application No.14065 of 2024. There is a prayer to vacate the order dated 17th October 2023 passed by this Court. When the arguing Counsel for the Applicant is not available due to personal difficulty, I am not inclined to hear this Application. However, there can be certain clarification.
3. Already, there is an order passed by the Consumer Forum on 24th

May 2022. (Page No.61-63). The Complainant therein / Plaintiff was asked to deposit Rs.24,000/- (Rupees Forty Thousand) towards the maintenance within eight (8) days with Association of the Apartment Owners and direction was given to restart the use of lift. The Plaintiff claims, that amount is deposited. Yet, restart of use of lift is not done, that is why, she has moved the Consumer Forum for contempt.

4. The contention is, the present Applicants are the members of the Association of Apartment Owners and for some reason or other, they are seeking adjournment before the Consumer Forum. The Plaintiff is at liberty to press for the necessary reliefs before the Consumer Forum and the Consumer Forum can deal with the prayers as per the merits.

5. Whether the Suit is maintainable or not, can be decided while hearing the Revision Application. Be that it may, already there is an order passed by the Consumer Forum. If, there is a non compliance, the Plaintiff has got a right to insist for passing of necessary orders. The Consumer Forum is at liberty to decide the prayers made therein on the basis of merits.

6. The Developer is not joined as party Respondent. In fact, he is one of the Defendants. Hence, the Interim Application No.14064 of 2024 is allowed in terms of prayer clause (b). He be joined as

Respondent No.2. Amendment be carried out within three (3) weeks and then, notice be issued to him returnable on 10th December 2024.

7. In view of the above discussion, **Interim Application No.13481 of 2024** for dismissal of the Petition is **disposed of**.

8. Stand over to 10th December 2024.

[S. M. MODAK, J.]