

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

INTERIM APPLICATION NO.2718 OF 2024

IN

SUTT NO.239 OF 2024

Midaas Hotels Pvt Limited & Ors. ... Applicants (Original Plaintiffs)

In the matter between

Midaas Hotels Pvt Limited & Ors. ... Plaintiffs

V/s.

Vishal Ramnayan Singh & Ors. ... Defendants

WITH

INTERIM APPLICATION NO.2779 OF 2024

IN

SUTT NO.239 OF 2024

Mr. Anuuj Narula i/by Jhangiani Narula & Associates for the
Applicants/Plaintiffs.

Mr. Abhishek Dalwaikar for Defendant No.1.

Mr. D. K. Jain a/w Hardik Bipin Mehta for Defendant No.4.

CORAM : ARIF S. DOCTOR, J.

DATE : 22ND OCTOBER 2024

P.C. :

1. Learned Counsel appearing on behalf of Defendant No.1 has today sought time to file Affidavit in Reply to the Interim Application. It is his submission that the Suit itself is not maintainable since the relationship between

the parties arises out of Leave and License Agreement and therefore the same falls under the jurisdiction of Small Causes Court.

2. To this, Learned Counsel appearing on behalf of the Plaintiffs pointed out that the Agreement referred to by Defendant No.1 was specifically novated subsequently and a Conducting Agreement was entered into between the Plaintiffs and Defendant Nos.1 to 4. He has also submitted that the said Conducting Agreement was subsequently terminated by the Plaintiffs in January 2021, which termination was in fact accepted by the Defendants, who had offered to hand over possession of the said premises to the Plaintiff vide a letter dated 10th March 2021. Learned Counsel then submitted that the Defendants had filed a collusive Suit in the City Civil Court, Mumbai, in which an order dated 15th March 2021 was passed restraining Defendant Nos.3 and 4 from dispossessing Defendant No.1 from the suit premises. Learned Counsel submitted that the Plaintiffs on learning of this, filed a Chamber Summons seeking to have themselves impleaded in the said Suit. He submitted that after filing of the Chamber Summons, Defendant No.1 came forward and offered to make certain monthly payments to the Plaintiffs, which has also not made.

3. It is in these circumstances that Learned Counsel submits that the Court Receiver, High Court, Bombay be appointed as the Receiver in respect of

the said premises as also that Defendant No.1 ought to be directed to make payment of monthly compensation for continuing use and occupation of the said premises.

4. Learned Counsel appearing on behalf of Defendant No.1 submits that Defendant No.1 is in rightful possession of the said premises since the Plaintiffs have agreed to sell the said premises to Defendant No.1 for a consideration of Rs.2,15,00,000/-, out of which, he submits, an amount of Rs.20,00,000/- was paid in cash.

5. Since it is his contention that Defendant No.1 is ready and willing to perform his obligation, let an amount of Rs.2,15,00,000/- be deposited in this Court on or before the next date. This is strictly without prejudice to the Plaintiffs' right that there is no such Agreement.

6. Needless to state that in these circumstances until the next date, there shall be an interim order in terms of prayer clause (b) of the Interim Application No.2718 of 2024, which reads thus:-

"b) That pending the hearing and final disposal of the Suit, the Defendants by themselves, their servants, members and agents be restrained by an order and injunction of this Hon'ble Court from in any manner dealing with, alienating and/or disposing of, inducting any third party and/or

creating third party rights with respect to the suit premises being the common Ground Floor premises admeasuring 2809 sq. ft. forming part of the 2 Row-Houses/Blocks i.e. Row Houses/Blocks No.181, 181A & B and 182, 182A & B, admeasuring 2275 sq. ft. (build-up area) and 2250 sq. ft. (build-up area) respectively alongwith the land beneath and appurtenant thereto totally admeasuring in aggregate 140 sq. mtrs. (70 sq. mtrs. each) and the illegally enclosed terrace of the ground floor structure considering of wooden/cane walls with iron patra roof, situate at Shaheed Bhagat Singh Road, J. B. Nagar, Near Chakala Station, Andheri East, Mumbai - 400 059 more particularly described in Exhibit – 'A' to the plaint;"

7. Stand over to 2nd December 2024 for hearing.

(ARIF S. DOCTOR, J.)