

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.19116 OF 2024

Pladio Plastic Dies Company Pvt Ltd.

...Petitioner

Versus

Towels India Exports Ltd & Anr.

...Respondents

WITH

WRIT PETITION NO.19119 OF 2024

WITH

WRIT PETITION NO.19121 OF 2024

WITH

WRIT PETITION NO.19122 OF 2024

WITH

WRIT PETITION NO.19124 OF 2024

WITH

WRIT PETITION NO.19125 OF 2024

WITH

WRIT PETITION NO.19129 OF 2024

WITH

WRIT PETITION NO.19131 OF 2024

WITH

WRIT PETITION NO.19132 OF 2024

WITH

WRIT PETITION NO.19231 OF 2024

WITH

WRIT PETITION NO.19250 OF 2024

WITH

WRIT PETITION NO.19251 OF 2024

WITH

WRIT PETITION NO.19272 OF 2024

WITH

WRIT PETITION NO.19276 OF 2024

WITH

WRIT PETITION NO.19277 OF 2024

**WITH
WRIT PETITION NO.18 OF 2025**

Pladio Plastic Dies Company Pvt Ltd.

...Petitioner

Versus

Towels India Exports Ltd & Anr.

...Respondents

Ms. Pooja Badra a/w Mr. Amrut Joshi a/w Mr. Suraj Iyer a/w Mani Thevar i/b Ganesh & Co., for the Petitioner.

Mr. Mohanish Ghatge, for the Respondents.

CORAM: MADHAV J. JAMDAR, J.

DATED: 18 FEBRUARY 2025

JUDGMENT:

1. Heard Ms. Pooja Badra, learned Counsel along with Mr. Amrut Joshi, learned Counsel appearing for the Petitioner and Mr. Ghatge, learned Counsel appearing for the Respondents.

2. In all these Writ Petitions impugned Order is dated 9th October 2024 passed by Division Bench of Small Causes Court, Mumbai below applications filed by the Respondents in the respective Appeals seeking direction to the present Petitioner to give inspection of the Original Development Agreement dated 5th July 2024 referred to and relied upon by the Petitioner in it's affidavit-in-reply dated 15th July 2024 and to furnish a photocopy of the said Development Agreement.

3. It is an admitted position that the present Petitioner is the owner of the property. There are about 16 Suits filed in the Small Causes Court and the said Suits have been decreed by separate Judgment and Decrees of eviction dated on 25th January 2017. It is also an admitted

position that the respective tenants i.e. Respondents have filed respective Appeals and in the respective Appeals the execution of the eviction Decree have been stayed on the condition of payment of compensation. It is also an admitted position that the Respondent No.1 has handed over possession to the Petitioner i.e. landlord of the respective suit premises on 29th November 2019.

4. Thereafter, the Respondents filed Injunction Applications in each of the Appeals *inter alia* seeking prayer clause (a) which read as under :-

“a. During pending, hearing and final disposal of the suit, Respondents its servants, agents and representatives be restrained by an order of ad-interim and interim injunction of this Hon'ble Court from creating any third party rights either by giving the suit property for the purpose of redevelopment or assigning its rights in favour of any third party or in favour of the said developers viz 1. "Sandu Real Estate Lip's LLP" 2. "Sandu Developers Private Limited's Corporate", and/or creating any rights of whatsoever nature in favour of the said developers or otherwise;”

5. A detailed reply has been filed by the Petitioner - landlord in the said respective Injunction Applications filed in respective Appeals *inter alia* raising following contentions :-

*“11-A With reference to Paragraph Nos.11, 12, 13 & 14 of the said Application, I state that **vide Development Agreement Dated 05.07.2024 entered-into between the Respondent and KRISHNABHAVAN PLADIO LLP** (herein-after referred to as **"the said Developers"**), **the Respondent has granted the development right/s in respect of the Suit Property/Premises unto the said Developers on the term/s and condition/s as recorded***

therein.

*11-B With further reference to the paragraph/s under reply, I state that the Suit Building/Premises being in dilapidated condition, the Respondent have- decided to redevelop the Suit Property through the said Developers. I state that **although the aforesaid Appeal is pending final hearing/disposal, the same in itself cannot operate as restraint for redeveloping the Suit Property/Premises.** I state that no injunction of any nature can be granted against the True Owner of the Property. I state that the relief/s sought by the Appellants is/are of substantial nature and not concerning the cause of action in the [Present] Appeal and therefore the same cannot be granted through the said Application. I state that by/under the said Application, the Appellants are seeking-to question/challenge the Respondent's right to deal-with the Suit Property which is not the subject matter of the [Present] Appeal. I state that considering the dilapidated condition of the Suit Property and the safety of the occupant/s therein, the Respondent in its wisdom is/are free to deal-with the Suit Property, which is their [Own] Asset/Property. I state that although the aforesaid Appeal is pending final hearing/disposal, the same in itself cannot operate as restraint for the Respondent from dealing-with their [Own] Suit Property/Premises.*

11-G With further reference to the paragraph/s under reply, I state that the Development Agreement Dated 05.07.2024 being executed, the question of granting injunction as prayed does not arise and that the Appellant/s' said Application has become INFRUCTUOUS.”

6. In view of the said reply filed in respective Injunction Applications, where it is specifically contended that by register Development Agreement dated 5th July 2024 entered into between Petitioner and Krishnabhavan Pladio LLP, the development rights *inter alia* in respect of the suit premises have been granted to the developer,

separate Applications have been filed in respective Appeals on 31st July 2024 *inter alia* seeking following prayer :-

“a. The Respondent be directed to give inspection of the original agreement dated 5th July, 2024 referred to an relied upon the Respondent in its affidavit in reply dated 18th July, 2024.

b. Respondent be directed to furnish xerox copy of the agreement dated 5th July, 2024.”

7. The said respective Applications have been opposed by the present Petitioner by filing respective replies in the said Applications seeking inspection. The relevant portion of said replies i.e. Paragraph No.4, 5-A and 6 are reproduced hereinbelow for ready reference :-

“4. With reference to Paragraph No.2 of the said Application, I state that the content/s therein regarding the correspondence exchanged between the Appellants' Advocate & the Respondent's Advocate regarding the inspection of Agreement Dated 05.07.2024 is/are matter of record. With further reference to the paragraph under reply, I reiterate and maintain that the Appellants have no LOCUS STANDI to question the rights of the Respondent to redevelop the Suit Property and/or deal with the same and/or to seek any detail/s with respect to the same.

5-A With reference to Paragraph No.3 of the said Application, I state that the redevelopment of the Suit Property and/or the Agreement Dated 05.07.2024 is not the subject matter of the Injunction Application, whereby, the question of seeking inspection of the Agreement Dated 05.07.2024 by the Appellants does not arise. With further reference to the paragraph under reply, I repeat and reiterate that the Appellants have no right's in the Suit Premises to seek the copy and/or inspection of the Agreement Dated 05.07.2024 in as much as the Appellant No.1 had sub-let the Suit Premises to the Appellant No.2 & the Appellant No.2 is claiming

purported ownership right/s in the Suit Premises which are neither decided-by any Competent Court nor can be decided in the aforesaid Appeal.

6. With reference to Paragraph No.4 of the said Application, I deny that it is just/proper and/or in the interest of justice and/or to meet the alleged case of the Respondent, the inspection of the Agreement Dated 05.07.2024 is allegedly necessary. I state that the content/s of the Agreement Dated 05.07.2024 cannot be looked-into to decide the Appellants Injunction Application and/or the said Appeal. I state that the Respondent strongly apprehend that the Appellants might misuse the Agreement Dated 05.07.2024 for obstructing the reconstruction/redevelopment process of the Suit Property, thereby, jeopardising the right/s of the True Owner/s of the Suit Property i.e. the Respondent and/or otherwise cause harassment to the Respondent. With further reference to the paragraph under reply, I deny that no prejudice will be caused to the Respondent if the direction for giving inspection of the Agreement Dated 05.07.2024 is passed against the Respondent. In fact, grave harm and prejudice would be caused to the Respondent, as the same would achieve the oblique motive of the Appellants, thereby, jeopardizing the right, title and interest of the Respondent [i.e. The True Owner]. Further on the contrary, no prejudice will be caused to the Appellants if the direction for giving inspection of the Agreement Dated 05.07.2024 is rejected in as much as the same will not cause any prejudice to the Appellants in the hearing of the said Injunction Application.”

8. By the separate impugned Orders dated 9th October 2024, all these Applications praying that the Petitioner be directed to give inspection of the said Development Agreement dated 5th July 2024 has been allowed and Petitioner has been directed to give inspection of the original Agreement dated 5th July 2024 to the Respondents and further directed to furnish a copy of the said Agreement dated 5th July 2024 to

the Respondents and also to file the same in the Court.

9. Learned Counsel appearing for the Petitioner submitted that the said Development Agreement is not relevant for deciding the dispute in the Appeal which is concerning eviction decree passed against the tenant on the ground of subletting and non-user. It is further submitted that the said development agreement is a registered document and therefore the tenants can get the same by applying to the relevant Registration Authority. It is further submitted that as the order is passed without considering the relevancy of the document the same should be interfered by this Court under Article 227 of the Constitution of India. It is further submitted that additional affidavit is filed before the Appellate Court and along with said additional affidavit writing dated 29th August 2024 is annexed. The said writing is executed by the Managing Director of Pladio Plastic Dies Company Pvt Ltd and Authorised Signatory of Krishnabhavan Pladio LLP. The said writing confirms that Pladio Plastic Dies Company Pvt Ltd has entered into the Development Agreement dated 5th July 2024 with Krishnabhavan Pladio LLP in respect of re-development of land admeasuring 2,945.50 sq. meters bearing CTS No.401/A of Deonar Village, Mumbai together with the buildings/structures standing thereon. It is submitted that in view of the said letter it is not necessary to produce the said document.

10. Perusal of the record shows that in the reply which has been filed

to the Injunction Application specifically reliance is placed on the said registered Development Agreement dated 5th July 2024. The said Paragraph No.11-A and 11-B of the said reply are already re-produced hereinabove. In fact it is the contention of the present Petitioner i.e. landlord that as the third party interest have already been created vide Development Agreement dated 5th July 2024 and therefore the Injunction Application filed by the Respondent be dismissed. It is significant to note that said Development Agreement dated 5th July 2024 is specifically relied by the Petitioner. In fact it is the contention of the Petitioner that the said document is registered document and therefore the Respondents can get the said document by applying to the relevant registration authorities.

11. Thus, it is clear that as the said registered Development Agreement is relied by the Petitioner, the Division Bench of the Small Causes Court, Mumbai by the impugned order directed that copy of the same be produced and also that the inspection of the said document be given.

12. Thus, in the facts and circumstances, no case is made out for interference under the jurisdiction of this Court under Article 227 of the Constitution of India. Accordingly, Writ Petitions are dismissed, however, with no order as to costs.

[MADHAV J. JAMDAR, J.]