

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 15707 OF 2024

IN

FIRST APPEAL NO. 1077 OF 2022.

Suresh Dinkar Mangaonkar and Others. ...Applicants/Appellants.

Versus

Maharashtra Housing And Area Development

Authority

...Respondent.

Mr. Shanay Shah, Mr. Hamza Lakhani i/b Mr. Akshay B. Udeshi for Applicant.

Coram : Sharmila U. Deshmukh, J.

Date : January 13, 2025.

P. C. :

1. At the outset, learned counsel for Applicant tenders the affidavit of service. The same is taken on record.

2. **Rule.**

3. Rule on prayer clause (a) and (c) returnable on **10th February, 2025.**

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, 2002 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.]