

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 9737 OF 2025
IN
FIRST APPEAL NO. 734 OF 2022

Mrs. Rekha Sunilkumar Vijan ...Applicant

In the matter between:

Smt. Vimladevi Ramnath Vijan (since deceased)
Ms. Veenakumari Ramnath Vijan ...Appellant

Versus

Sunilkumar Ramnath Vijan And Ors. ...Respondents

Mr. J.J. Xavier a/w Carina Xavier, Richa Dubey, Shrishti Shahi, Utsav Tarsolia and Afreen Shaikh for the Applicant.

Mr. Anand Mishra a/w Ms. Priti Rao and Niraj Yadav i/b Ashok Saraogi for Respondent No.1/Appellant.

Mr. Ankit Tripathi for Respondent No.4.

CORAM : M.M. SATHAYE, J.

DATE : 16th JULY, 2025

P.C. :

1. This is an application for appointment of court receiver and direction to Appellant and Respondent Nos. 1 & 3 to not dispossess the Applicant / Respondent No. 2.

2. Original Plaintiff Vimladevi was mother-in-law, present Appellant Veena Kumari is sister-in-law and Respondent No. 1 Sunilkumar is husband of the Applicant / Respondent No. 2.

3. Suit was filed by Vimladevi which was then prosecuted by Veena Kumari against Sunilkumar and present Applicant for declaration and injunction in respect of a room with a mezzanine floor. There is matrimonial dispute between the Applicant and husband Sunilkumar.

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The suit has been dismissed under impugned Judgment dated 27.01.2021 holding that Vimaldevi could not prove to be owner of the suit premises and also could not prove that defendants (including the Applicant and her husband) are not having any right to stay / occupy and use the suit premises. Accordingly, declaration and injunction is refused.

4. In order that the present order is understood in the proper context, it is necessary to consider in which circumstances this application was filed, which is clear from last order dated 10.07.2025, which reads as under :

“1. This application is filed by the Original Respondent No.2 in the Appeal who was Defendant No.2 in the subject matter suit.

2. On 08.07.2025, an urgent circulation was sought and production was granted at 3 p.m. At 3 p.m. learned counsel appearing for the Original Appellant (daughter of the Original Plaintiff in suit), sought adjournment and an impression was given to the Court that the dispute between the parties as exists, will not be further precipitated. That day itself, an apprehension was expressed by the learned counsel for the Applicant that demolition was impending and therefore if the first floor structure which is in occupation of the Applicant is demolished, her rights vis-a-vis family members who are warring with each other under matrimonial dispute, may be rendered infructuous.

3. Today, the matter is again mentioned urgently with an additional affidavit on behalf of the Applicant contending inter alia that on 08.07.2025, demolition of the adjoining structures was carried out and the first floor room which is

in occupation of the Applicant and the concerned ground floor structure beneath it, has been left without any support, as the surrounding structures have been demolished and in the process, part of the balcony in front of first floor room, is also damaged.

4. Learned counsel for the Original Appellant seeks accommodation and contends that the demolition is not at the behest of his client.

5. I have perused photographs and copy of NCR dated 08.07.2025 produced along with the additional affidavit. The situation of the first floor premises, stated to be occupied by the Applicant, appears precarious, to say the least. It is almost a mishap waiting to happen.

6. It is informed jointly by the learned counsel for the parties that the developer is already appointed under SRA scheme.

7. In the aforesaid facts and circumstances, only for the purpose of present application, the Applicant is directed to implead the concerned SRA-appointed builder and give private notice of the next date of the hearing. Amendment to be carried out forthwith.

8. The developer so added as Respondent, is directed to take immediate steps to support the first floor premises stated to be in possession of the Applicant and report compliance on the next date.

9. It is clarified that this order is passed without prejudice rights and contentions of the parties, so far as the internal dispute in the family is concerned. It is further

clarified that the developer is being added only for the purpose of this interim application, considering the precarious condition of the structure in which Applicant is stated to be residing and purely for the value of human life involved.

10. Original Appellant is at liberty to file reply with service upon the other side.

11. Stand over to 16.07.2025 to be listed under “urgent orders category”

5. Today, learned Counsel for added Respondent No.4 in the Application (developer) has appeared and he submitted that though the dispute is between family members claiming rival claim to a unit in Slum Rehabilitation Scheme (SRA Scheme for short), the Developer, purely on humanitarian consideration and as well as to facilitate smooth implementation of the SRA scheme, has agreed to offer lump-sum rent of Rs. 90,000/- (for 6 months @Rs.15,000/- per month) to the Applicant, provided she vacates the premises. It is submitted that this payment is over and above the payment agreed to be made to the Appellant.

6. The dispute is essentially between the family members of the Applicant and Respondents in as much as the Applicant is daughter-in-law, original Plaintiff Vimaldevi was mother-in-law, present Appellant is sister-in-law and Respondent No. 1 is husband, all claiming through mother Vimladevi. The impugned Judgment and Decree shows that claim made by Vimladevi against Sunilkumar and present Applicant has been dismissed and presently Veena Kumari is prosecuting the appeal as she was prosecuting the suit also.

7. Mr. Xavier, learned counsel for the Applicant submitted that the Applicant being daughter in law has a right to reside in the suit premises being her matrimonial house. It is contended that Applicant is entitled to 50% amount of SRA compensation which is paid by the Developer to Appellant and Respondent No. 1.

8. It is not disputed that the present Applicant has not filed any substantive proceedings against the family members, asserting her right *vis-a-vis* the suit premises. It is also not disputed that the Applicant has not filed any proceedings to claim eligibility under the SRA Scheme, so far as suit premises/unit is concerned. It is also not disputed that initially name of Vimaladevi was appearing in Annexure-II (prepared under relevant provisions of The Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971) which has not been changed till today. Therefore, as observed above, essentially it is the dispute between the Applicant, her husband and sister-in-law as to entitlement after demise of Vimaladevi about which there is no positive adjudication. There is also no positive adjudication about the Applicant's right to matrimonial house, as the matrimonial discord is only stated but no proceedings are filed. Be that as it may.

9. The Court can not lose sight of the fact that the concerned slum-society, has appointed the developer as provided under law and the SRA scheme can not be stalled for disputes inter-se the parties. Only in the emergent situation recorded in earlier order, the developer was involved for the purpose of this application. The developer has no direct connection with the dispute inter-se the parties. Just because the suit for declaration and injunction is dismissed, it does not mean that rights and shares of the Applicant, Respondent No. 1 and Appellant inter-se

have been declared.

10. Since the developer has volunteered to pay 6 months lump-sum rent to the Applicant, time of 6 months will be available to the Applicant to assert her right as claimed, *vis-a-vis* the suit premises or otherwise, if she wishes to do so. The Interim Application is therefore disposed of by passing following order.

(a) The statement made by learned Counsel for the Respondent No.4 Developer on instructions of Evy Nazareth, General Manager of A.B. Builders and Developers that the Developer will pay Rs.90,000/- by Demand Draft as a lump-sum rent for a period of 6 months @ Rs.15,000/- per month, is accepted. Respondent No. 4 is directed to pay such demand draft drawn in favour of the Applicant to her on or before 18.07.2025. This is without prejudice to rights and contentions of all the parties.

(b) On receiving the demand draft, the Applicant is directed to vacate the suit premises on or before 24.07.2025. If the Applicant does not vacate as directed, the same will be treated as Contempt of Court.

(c) It is clarified that after a period of six months, if there is no interim / final adjudication amongst the parties to the Appeal about their shares inter-se or about right to reside in matrimonial house, Respondent No.4 Developer will be at liberty to file appropriate proceedings for deposit of the rent, in accordance with law.

11. Interim Application is disposed of in the above terms.
12. All concerned to act on duly authenticated or digitally signed copy of this order.

(M.M. SATHAYE, J.)