

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 1479 OF 2024
IN
COMMERCIAL SUIT NO.272 OF 2022**

Naren Kumar Pabari ...Applicant

IN THE MATTER BETWEEN

Unique Shanti Developers LLP ...Plaintiff

Vs.

Jai Temple View CHS Ltd. & Ors. ..Defendants

WITH

INTERIM APPLICATION (L) NO.1240 OF 2023

WITH

INTERIM APPLICATION (L) NO.15574 OF 2024

WITH

INTERIM APPLICATION (L) NO.32769 OF 2023

IN

COMMERCIAL SUIT NO.272 OF 2022

Mr. Banu Chopra a/w Mr. Madhav Ved I/b Dhruve Liladhar & Co. for Plaintiff.

Mr. Manal Dhanan i/b Mr. Abhijeet Mahadeokar for Defendant No.1.

Mr. Mutahhar Khan i/b Mr. Jamshed Ansari for Defendant Nos.2 & 3.

Mr. Gauraj Shah i/b Mr. Tejas Shah for Defendant No.6.

CORAM : ARIF S. DOCTOR, J.

DATED : 31st JANUARY 2025

P.C. :

1 After hearing Mr. Khan, who has invited my attention to the previous order. It appears to be beyond the fate of doubt that PAAA agreement though executed, is not been registered by the society and developer. Mr. Khan pointed

out that on one pretext or the other, the society has been deferring the registration on the ground that the secretary of the society is not available. There are orders of this court directing the registration of the PAAA agreement since April 2023. This court has also on 15th October 2024 passed the following order :-

“1. Mr Khan, today raised a grievance that the Applicant was being victimised as the PAAA Agreement executed with the Applicant was not being registered despite order of the Court. Learned Counsel appearing on behalf of the Plaintiff-Developer tenders a copy of the letter dated 9th September 2024 addressed to the Respondent-Society and submits that the Developer is taking all necessary steps to ensure registration. He points out that a copy of this letter is marked to the Applicant as well and hence, he is well aware of this fact. He submitted that it is now the society to take necessary steps.

2. Mr Mahadeokar appeared for the Respondent-Society and submits that the Secretary of the Respondent is overseas and shall be returning to Mumbai today. He assures the Court that the Secretary, on return, shall take all necessary steps to register the PAAA Agreement entered into with the Applicant. He assures the Court that this shall be done within a period of two weeks from today.

3. List the matter on 26th November 2024 for hearing.”

2 Learned Counsel appearing on behalf of developer submits that the developer is always ready and willing to register the PAAA agreement, however, cannot do so in the absence of the authorised members of the society.

3 The Learned Counsel appearing on behalf of the society has tendered an email dated 18th December 2024, by which he submits that his client will remain

present at the Registrar's office for registration of the PAAA agreement.

4 It is not in dispute that despite this, today, there is no PAAA agreement registered. I am of the *prima facie* view that the society and its secretary are acting in complete willful and deliberate defiance of the orders passed by this court. I was inclined to issue suo-motto contempt against the secretary of the society and the members of the committee. However, the Learned Counsel appearing on behalf of the society assures the court that the secretary will be available to register the PAAA agreement on 3rd February 2025. I am accepting his statement and thus not presently issuing the notice in contempt.

5 The Learned Counsel appearing on behalf of developer also assures the court that in the week starting on 3rd February 2025, the said PAAA agreement shall be duly register.

6 In the event, a fresh execution of PAAA agreement is required, the developer undertakes to have the same duly executed.

7 In view of the above assurance, nothing further remains in the interim application. Interim application is thus dispose of in the aforesaid terms.

(ARIF S. DOCTOR, J.)