

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
INTERIM APPLICATION NO. 2678 OF 2025**

**IN**

**SUIT NO. 684 OF 2013**

**Deepak Namchand Shah**

**...Applicant/Plaintiff**

**V/s.**

**Marvelous Builders Pvt. Ltd. and Ors. ...Respondents/Defendants**

Ms. Ishani Khanvilkar i/b. E.A. Sasi a/w. Tejas Shinde & Arnav Rane for the Applicant/Plaintiff.

Mr. Rohan Cama a/w. Mr. Aseem Naphade a/w. Mr. Chirag Sarawagi a/w. Mr. Shubham Shah i/b. Tushar Garodia for Defendants No. 1, 8 and 9A.

**CORAM : ABHAY AHUJA, J.**

**DATE : 22<sup>nd</sup> DECEMBER 2025**

**P.C. :**

1. After this matter has been heard for sometime and when Mr. Cama, learned Counsel appearing for Defendants No. 1,8,9A has submitted that although there is a new developer, whose details have been disclosed in the reply, however, the said developer is yet to be made a party to the Interim Application and/or to the Suit, Ms. Khanvilkar, learned counsel for the Applicant seeks sometime to do the needful. Ms. Khanvilkar, however, submits that considering that there are new signboards with respect to the construction on the suit property and that the construction is progressing with speed, this Court may direct that the Defendants as well as the proposed Respondent not to create any third party interest to the detriment of the Applicant-Plaintiff.

2. Mr. Cama has argued for some time to submit that no injunction can be granted as the Applicant was always aware of the construction and even in the past a Notice of Motion filed for the same purpose has been disposed off as not pressed.

3. Ms. Khanvilkar opposes the same, submitting that the circumstances have changed since the disposal of the Notice of Motion on 17<sup>th</sup> March 2023 as at that time, the construction on the suit property was the same as in the year 2018, but now since there are new hoardings erected in June 2025 and that Rs.1.19 crores have been paid earlier to Defendant No.1, this Court may at least till the next date direct that the Defendants as well as the new developer not to create any further third party interest to the detriment of the Applicant-Plaintiff.

4. Mr. Cama submits that out of the amount alleged to have been paid, only Rs.16,00,000/- have been paid in cheque and that too for different transactions and that this Court may proceed with the trial in the matter as it is and grant sometime to the Defendants to file its affidavit of evidence and compilation of documents.

5. Having heard the learned Counsel for sometime, the following order is passed:

(i) Let the new developer M/s. Armstrong Buildtech Pvt. Ltd. be

made a party to this Interim Application and the Plaint.

- (ii) Let the amendment and the consequential amendments be carried out within a period of two weeks.
- (iii) Let the amended copies of the proceedings be served within two weeks thereafter and an appropriate affidavit of service be filed before the next date.
- (iv) Let till the next date, the Defendants No. 1,8,9A not in any manner create any third party right, title or interest in respect of the suit property or the construction thereon.

**Suit No. 684 OF 2013**

- 1. Let the Defendants file their affidavit-in-lieu of examination-in-chief and affidavit of compilation of documents within a period of four weeks.
- 2. Let discovery and inspection be completed within a period of two weeks thereafter. Statement of admission and denial be filed in two weeks thereafter.
- 3. List for marking of Defendants' documents and also for hearing of the Interim Application on **20<sup>th</sup> January 2026** on the **Supplementary Board.**

**VAISHALI  
ANIL  
TIKAM**

Digitally signed by  
VAISHALI ANIL  
TIKAM  
Date: 2025.12.23  
20:31:17 +0530

**(ABHAY AHUJA, J.)**