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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO.2907 OF 2025
IN
COMMERCIAL SUIT NO.1203 OF 2018

Uma Devesh Ajmera & Anr. ... Applicant

In the matter between

Kalpana Jalsingh Morparia

... Orig.
Applicant/Plaintiff

v/s.

Kalpavruksha Developers & Ors.

... Respondents

WITH
COMMERCIAL SUIT NO.1203 OF 2018
WITH
INTERIM APPLICATION NO.2907 OF 2025
WITH
INTERIM APPLICATION NO.3191 OF 2025
WITH
INTERIM APPLICATION NO.702 OF 2021
WITH
CHAMBER SUMMONS NO.1005 OF 2019
WITH
NOTICE OF MOTION NO.2103 OF 2018
IN
COMMERCIAL SUIT NO.1203 OF 2018
WITH
INTERIM APPLICATION NO.3244 OF 2023
IN
INTERIM APPLICATION NO.702 OF 2021

Mr. Zubin Behramkumdin, Senior Advocate a/w. Adv. Meiron B. Damania, Adv. Aditya Mokashi for the Applicants in IA/2907/2025.

Mr. Naushad Engineer, Senior Counsel a/w. Adv. Rujuta Patil, Adv. Yohaana Shah, Adv. Masira Lulania i/by Negandhi Shah & Himayatullah for the Applicant in IA/3191/2025.

Ms. Madhavi Doshi (VC) a/w. Adv. Shivani Varade, Adv. Deeksha Dev Singh i/by Phoenix Legal for Respondent Nos.11, 23 and 25 in IA/3191/2025.

Mr. Rubin Vakil i/by Adv. Tejas Shah for Respondent No.17 in IA/3191/2025.

Ms. Rujuta Patil a/w. Adv. Yohaana Shah, Adv. Lulania i/by Negandhi Shah & Himayatullah for Respondent No.22 in IA/3191/2025.

Mr. Mutahhar Khan a/w. Adv. Asadali Z. Mazgaonwala, Adv. Tanvi Shah i/by Adv. Asadali Z. Mazgaonwala for Respondent Nos.36 and 42.

Mr. Swayam Chopda, OSD, Court Receiver.

CORAM : Kamal Khata, J.
DATED : 12th August 2025.

P.C.:-

INTERIM APPLICATION NO.3191 OF 2025:

1. Mr. Engineer, Learned Counsel for the Applicant seeks a limited relief in terms of prayer clause (a) which reads as under:

“(a) Pending the hearing and final disposal of the above Suit, this Hon’ble Court be pleased to permit the Applicant to call a special general meeting under Section 79A of the Maharashtra Co-operative Societies Act, 1960, in the presence of the Registrar;”

2. Drawing my attention to the earlier Order dated 27th October 2021, he submits that this Application is a step

towards redevelopment which has stalled since the earlier Developer has abandoned it in 2014 for want of funds. Pursuant to the said Order, the Applicants have obtained a deemed conveyance in their favour. By this Application they seek permission to carry on the re-development of the said Building through M/s Sugee Developers identified by the Society.

3. Mr. Engineer submits that the majority of the members have accepted the proposal given by M/s Sugee Developers Private Limited to redevelop the property. He further submits that the Applicant have acted in accordance with the Scheme approved by the Court.

4. He therefore submits that it would be imperative to hold a meeting as prayed.

5. None of the other Respondents' Advocates present have any objection to the prayer being allowed.

6. Having heard the learned Senior Counsel and having perused the record, I am satisfied with the explanation provided and accordingly allow prayer clause (a) of the Interim Application stated above.

7. Accordingly, prayer clause (a) is granted.

8. The Office of the Registrar Co-operative Housing Society to depute his representative to attend the meeting called by the Society upon an Application being made.

INTERIM APPLICATION NO.2907 OF 2025

9. This Interim Application is for the following reliefs:

“(a) Pending the hearing and final disposal of the above Suit, this Hon’ble Court be pleased to pass an order thereby permitting the present Applicants to continue being a part of the Core Group and direct the Court Receiver to stop / cancel the action / draw of lots pertaining to the said Flat and/ or in furtherance of the said Scheme in relation to the said Flat;”

10. Mr. Behramkamdin, Learned Senior Counsel for the Applicant submits the Applicants- Defendant No. 9 are the Registered Flat Purchasers of Flat No. 201 in the building name Kalpavruksha Towers.

11. The learned Senior Counsel submits that earlier the Scheme contemplated self-redevelopment by the Core Group. On account of insurmountable challenges the Applicants

resolved to adopt a hybrid model under the said Scheme i.e. person who wants to assign his rights and persons who are willing to accept the Flat to be developed under the provisions of the DCPR, 2034 with appointment of an external developer to ensure completion of the project. He submitted that though they were willing to contribute the amount due as per their Agreement, they were not ready to pay the amount demanded by the Society for the self-redevelopment scheme and consequently caused to opt out of the said Scheme. By an Order dated 13th February 2025 passed in IA No. 4263 of 2025 the Court granted liberty to the Applicants to opt out of the said self-development scheme.

12. The learned Senior Counsel submits that the Applicants were unaware of the offer letter dated 3rd February 2025 by M/s Sugee Developers. Moreover, after obtaining the Order from the Court to opt out, another offer letter dated 6th March 2025 was issued to the Society. The terms offered by Sugee Developers are acceptable to the Applicant and consequently they want to opt in again. It is in these circumstances; this Application is sought to be made.

13. None present have raised any objection to this Application.

14. Having heard learned Senior Counsel, and being satisfied with the explanation provided in the IA, I find no impediment in granting prayer clause (a) as stated above.

15. All concerned to act on an authenticated copy of this Order.

(Kamal Khata, J.)