IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.2943 OF 2025
IN
EXECUTION APPLICATION NO.1191 OF 2025

Lokhandwala Infrastructure Private Limited ...Applicant
V/s.
Walter Thomas Quinny & Ors. ...Respondents

Mr. Mayur Khandeparkar with Mr. Devansh Shah, Ms. Shaista Pathan, Ms. Vasudha Gupta and Mr. Anil Rao i/b YNA Legal for the Applicants.
None for the Respondents.

CORAM : ABHAY AHUJA, J.
DATE : 12th AUGUST 2025

P.C. :

1. Pursuant to the earlier orders of this Court, today when the matter is called out, Mr. Khandeparkar, learned Counsel appearing for the Applicant points out that on 16th June, 2025, this Court had granted last chance to the Respondents. However, neither any reply has been filed nor anyone has been appearing for the Respondents today despite opportunities having been granted. That this Court accordingly allow the Interim Application and direct the Respondents to execute and register the Deed of Cancellation of Deed of Transfer dated 15th November, 2019, in respect of the property being Final Plot No. 1260 of Town Planning Scheme No. IV, Mahim division in terms of Clause 9 of the consent terms dated 23rd December, 2022, wherein the Respondents

have agreed to sign all such documents before the Joint Sub-Registrar of Assurances for the Deed of Transfer dated 15th November, 2019 to be cancelled.

2. Mr. Khandeparkar submits that if the Respondents fail to abide by the orders of this Court, this Court may after directing the Respondents to execute and register the Deed of Cancellation in a time bound manner, in the alternative, direct the officer of this Court under Order XXI Rules 34 and 35 of the Code of Civil Procedure, 1908, to do the needful on behalf of the Respondents.

3. Mr. Khandeprarker has drawn this Court's attention to the background facts in the matter and taken this Court through paragraphs 3 to 6 of the said Application in support of his contentions.

4. Having heard the learned Counsel and having considered the fact that despite opportunities having been granted to the Respondents, none appears for the Respondents today, this Court is of the view that the Interim Application be allowed in terms of the prayer Clauses (a), which reads thus :-

> "(a) That this Hon'ble Court be pleased to direct the Respondents to execute and register before the Joint Sub-Registrar of Assurances a Deed of Cancellation of Deed of Transfer dt 15.11.2019, in respect of the said property being Final Plot No. 1260 of Town Planning Scheme No. IV, Mahim division in terms fo Clause 9 of the Consent Terms dt. 23.12.2022 wherein the Respondents have agreed to sign all such documents before the Joint Sub-Registrar of Assurances for the said Deed of Transfer dt. 15.11.2019 to be cancelled."

5. In the event the Respondents fail to abide by the prayer Clause (a) within the period of four weeks, in the alternative prayer Clause (b) is granted, which reads thus:-

> "(b) That in the alternative this Hon'ble Court be pleased to pass a direction for cancellation of Deed of Transfer dt. 15.11.2019 through an officer as may be appointed in this behalf by this Hon'ble Court under Order XXI, Rules 34 and 35 of the Code of Civil Procedure, 1908 who shall take necessary steps to cancel the said Deed of Transfer dt. 15.11.2019 in the name of an on behalf of the Respondents including but not limited to registering the said Deed of Cancellation before the Joint Sub-Registrar of Assurances."

6. Let the Prothonotary & Senior Master of this Court appoint an appropriate officer in the event the alternative prayer comes into effect.

7. The Interim Application accordingly stands allowed and disposed as above.

NIKITA YOGESH GADGIL
Digitally signed by NIKITA YOGESH GADGIL
Date: 2025.08.12 19:04:43 +0530

(ABHAY AHUJA, J.)