

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

**INTERIM APPLICATION NO. 4232 OF 2025
IN
SUIT NO. 950 OF 2006**

**HANSRAJ PRAGJI WAREHOUSING PVT. LTD.)...APPLICANT
IN THE MATTER BETWEEN
HANSRAJ PRAGJI WAREHOUSING PVT. LTD.)...PLAINTIFF
V/s.**

BOMBAY CYCLE AND MOTOR AGENCY LTD.)...DEFENDANT

Mr. Shanay Shah a/w. Mr. Dharmesh Pandya i/by Ashwin Pandya & Associates, Advocate for the Applicant/Plaintiff.

Mr. Aditya Bapat a/w. Mr. Kanishk Varma i/by Desai & Diwanji, Advocate for the Defendant.

CORAM : ABHAY AHUJA, J.

DATE : 14th OCTOBER 2025

PC. :

1. This Interim Application seeks permission to carry out repairs in the Suit property as described at Exhibit A to the plaint, at the costs and expenses of the Plaintiff as per the Structural Audit Report dated 1st June 2024 of M/s. Joshi Consultants.

2. When the matter is called out, Mr. Aditya Bapat, learned Counsel, appears for the Respondent / Defendant and submits that in pursuance

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of the earlier order dated 26th August 2025, the Defendant has filed a reply. Mr.Bapat submits that the reply clearly states that the Defendant has no objection to the proposed repairs, subject to paragraphs 6 to 10 of the said reply. The said paragraphs are usefully reproduced as under:

“6. The Defendant objects to, under the pretext of the said repairs:

(i) Any structural alteration being carried out by the Plaintiff, such as by removing or altering the beams, or load bearing walls, or the girders or columns in the building forming part of the Suit Property;

(ii) Any violation of any law, or any rule, regulation or norm or guideline or condition (including the conditions mentioned in the notices issued by the Municipal Corporation of Greater Mumbai, forming part of the present Interim Application under reply) issued by any statutory authority;

(iii) Any attempt to adversely affect or interfere with the Defendant's rights, including its right to use the ramp and terrace, and its rights and claims in respect of the Suit Property.

7. Further, after the said repairs, it is humbly submitted that it would be the responsibility of the Plaintiff to clean up and restore the Suit Property, and not to leave the debris, machinery, or material from the repairs lying in the Suit Property.

8. Plaintiff undertakes to indemnify and make good the Defendant in case of any loss arising on account of any accident, mishap or injury sustained by any person (workman or any other person) or damage to the building forming part of the Suit Property during such repairs.

9. It is also submitted that the Plaintiff ought to be held to

what is stated in paragrapg 17 of its IA, i.e. the following:

“The Plaintiff states that the repairs if carried out will neither prejudice nor harm the Plaintiff or Defendant. This repair is being carried out to keep the Suit Property intact and would eventually inure in favour of the successful party. The Plaintiff undertakes to this Hon'ble Court that the repairs are being carried out without prejudice to the pending dispute and shall not claim any equity basis for the repairs being carried out.”

10. The proposed repairs ought to be completed in a time-bound manner as may be directed by this Hon'ble Court.”

3. Although no rejoinder has been filed on behalf of the Applicant / Plaintiff, Mr.Shah, learned Counsel, appearing for the Applicant submits that he has no objection if the Interim Application filed by the Plaintiff is allowed, subject to the said conditions.

4. Mr.Shanay Shah, learned Counsel, submits on instructions, that the repairs will be carried out within a period of six months. Mr.Shah further submits that the Plaintiff will not claim any equity.

5. Having heard the learned Counsel and having considered the submissions, the Interim Application is allowed in terms of prayer clause (a), subject to the conditions mentioned in paragraphs 6 to 10 of the reply dated 9th September 2025 filed on behalf of the Defendant.

6. The Interim Application, accordingly, stands allowed and disposed as above.

(ABHAY AHUJA, J.)