



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

122 INTERIM APPLICATION NO. 7319/2025
IN
EXECUTION APPLICATION NO. 1757/2022

NIMISHA J. MADHVANI

..APPLICANT

VS

NITIN J. MADHVANI

..RESPONDENT

Mr. Pheroze Mehta along with Sohan K. I/by M/s. Veritas Legal for
the Applicant.

Mr. Srinivas Chatti, Ved Thakur, Akash Ganapathy i/by Cyril
Amarchand Mangaldas -Resp no. 1.

Mr. Priyam Amin i/by M/s. NN Amin & co, for the Respondent NO. 2.

CORAM : RAJESH S. PATIL, J.

DATE : 8 DECEMBER 2025.

P.C. :

1. Mr. Mehta, learned counsel appearing on behalf of the
applicant has tendered a copy of the letter dated 12 November 2025
issued by Bakhtawar Commercial Premises Co-operative Society Ltd.
The said letter of the society informs about the society maintenance
charges for the last four quarters totaling to Rs.2,21,775/- pertaining
to the premises at 11th floor belonging to one M/s. Singara Nilgiri
Plantation Co.

2. Heard learned counsel for both sides, and by consent Interim Application stands allowed in terms of prayer clauses a(ii) and a(iii), which read as under :-

“a(ii) to make payment of outstanding property tax dues of an amount of Rs.10,24,437/- (Rupees Ten Lakh Twenty Four Thousand Four Hundred Thirty Seven Only) concerning the said Premises, along with interest, if any to the Brihanmumbai Municipal Corporation ;

a(iii) to make payment of outstanding dues of the Society including maintenance charges, if any, concerning the said premises.”

3. The Court Commissioner should take steps with regards to letting out on ‘leave and license basis’ premises being 11th floor situated in the building called as “Bakhtawar”, Nariman Point, Mumbai.

4. In view of the above, Interim Application is **disposed of** accordingly.

5. The applicant would be at liberty to approach this Court as regards relief sought under prayer clause a(i).

(Rajesh S. Patil, J.)