

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER NO. 380 OF 2025
WITH
INTERIM APPLICATION NO. 2428 OF 2026

Marve Apartment Co-operative Housing Society Lt	Appellant .. (Org. Defendant No. 4)
Versus	
1. Rajkumar Malpani	Respondents 1 & 2
2. Ronak Rajkumar Malparni	.. (Org. Plaintiff Nos. 1 & 2)
3. Om Shri Maa Shakti Namah	
4. Prashant K. Doshi	Respondents 3 to 5
5. Dharmesh K. Doshi	.. (Org. Defendant Nos. 1 to 3)
.....	
• Mr. Atul Damle, Senior Advocate a/w Mr. Siddharth Kakka & Ms. Niti Kakka, Advocates for Appellant • Mr. Mehul Shah a/w Ms. Nishita Joshi, Advocates for Respondent Nos. 1 and 2	
.....	

CORAM : MILIND N. JADHAV, J.

DATE : APRIL 23, 2026

P. C.:

1. Heard Mr. Damle, learned Senior Advocate for Appellant / Defendant No. 4 and Mr. Shah, learned Advocate for Respondent Nos. 1 and 2 / Plaintiff Nos. 1 and 2.
2. For the sake of convenience, the parties shall be referred to in terms of their status before the Trial Court.
3. Appellant / Defendant No. 4 is Co-operative Housing Society represented by Mr. Damle, learned Senior Advocate. Grievance of Appellant is that order below Application Exh. 5 is passed in Notice of

Motion No. 2830 of 2025 in the substantive Suit filed by two purchasers of flats in redevelopment undertaken by Society from the earlier developer. The Society has suffered ignominy of redevelopment in the present case over the past few years. Suit is itself filed in the year 2016 seeking specific performance of agreements for sale of 2011. Be that as it may, the limited reason why indulgence of this Court is sought for by Defendant No. 4 Society in the present AO is in view of the wording of clause 4 of the operative order of the injunction order dated 06.06.2025 which is appended at page No. 60 of the AO.

4. Both the learned Advocates have drawn my attention to the prayers in Notice of Motion of which prayer clauses (b) to (d) have been allowed by the Trial Court in the interregnum until the final disposal of the suit proceedings. These prayer clauses, *prima facie*, *inter alia*, pertain to specific area and right of the Plaintiffs with respect to shop No. 2 and office No. 2 respectively. However, learned Trial Court has also made prayer clause (e) absolute against all Defendants and if the said prayer clause (e) is read, *prima facie*, there is some ambiguity in understanding the implementation of the said prayer clause. Hence, Appellant Society is before the Court seeking clarification which it could have even obtained from the Trial Court itself.

5. When prayer clause (e) is read, though it is Mr. Shah's case that it pertains only to the extent of prejudicing or effecting rights of Plaintiffs in the said twin units, the Society on reading operative clause 4 and the prayer clause in the first five lines thereof would persuade the Court to clarify this position. According to the Society, there cannot be a blanket injunction or restriction on the Society for proceeding with further redevelopment and therefore Society seeks such a clarification.

6. On reading prayer clause (e), I accept the submissions made by Mr. Damle and clarify the fact that prayer clause (e) is nothing but a consequential prayer in respect of prayer clauses (b) to (d) which have been granted and it shall pertain only to the extent of the aforesaid twin units of Plaintiffs and nothing more. The Society is free to undertake further steps for redevelopment with the new developer and there shall be no impediment whatsoever for the Society to do so in accordance with law.

7. With the above directions, no further directions are required and the order dated 06.06.2025 stands upheld with the aforesaid clarification.

8. All parties to act on a server copy of this order downloaded from the High Court Website.

9. Needless to state that as per the request made by Mr. Shah, substantive rights of the Plaintiff in Shop No. 2 and Office No. 2 as envisaged and contemplated in prayer clauses (b) to (d) shall be safeguarded subject to the outcome of the Suit proceedings before the Trial Court.
10. All parties to act on a server copy of this order and proceed further.
11. Appeal from Order is disposed. Interim Application is disposed.

[MILIND N. JADHAV, J.]

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by RAVINDRA
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