

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

**INTERIM APPLICATION NO. 3038 OF 2025
IN
EXECUTION APPLICATION NO. 276 OF 2019**

Abhishek Dilip Karangutkar & anr. ..Applicants

Versus

Sarah Enterprises & anr. ..Respondents

**WITH
IA (L) NO. 30196 OF 2025
WITH
IA NO. 3184 OF 2025
IN
EXA NO. 276 OF 2019**

Mr. Vagish Mishra a/w. Mr. Sumeet Bansod i/b. Law Loyals, Advocates,
for the Applicant in IA Nos. 3038 & 3184 of 2025
Mr. B. R. Deshmukh, Advocate, for the Applicant in IA (L) No. 30196 of
2025 and EXA No. 276 of 2019

CORAM : RAJESH S. PATIL, J.

DATE : 20.02.2026

P. C.

I. A. NO. 3038 OF 2025 AND I. A. NO. 3184 OF 2025

1. These Applications have been filed to bring on record legal heirs of the deceased Decree Holder.
2. Learned Counsel for the Applicants seeks liberty to add prayer clause (a-1) to condone the delay in filing the Interim Applications.

3. Heard learned Counsel for the respective parties. I have gone through the contents of the Interim Applications.
4. I am satisfied that a case is made out to allow the Interim Applications.
5. The Interim Applications **stand allowed in terms of prayer clauses (a) and (a-1).**
6. Amendment to be carried out forthwith. Re-verification is dispensed with.

INTERIM APPLICATION(L) NO. 30196 OF 2025

1. This Interim Application has been filed by the legal heir of the deceased Decree Holder to bring him on record in place of the Decree Holder. There is some delay in filing the Application.
2. Heard learned Counsel for the respective parties. I have gone through the contents of the Interim Application.
3. I am satisfied that a case is made out to allow the Interim Application.
4. The Interim Application **stands allowed in terms of prayer clauses (a) and (b).**
5. Amendment to be carried out within a period of two weeks from today. Re-verification is dispensed with.

EXECUTION APPLICATION NO. 276 OF 2019

1. None appears for the Judgment Debtor.
2. Mr. Deshmukh, learned Counsel for the Decree Holder submits that the Respondent has been duly served. I am not able to find out an Affidavit of service to prove that the Respondent which is a partnership firm has been duly served.
3. On the next date of hearing, Mr. Deshmukh, learned Counsel for the Decree Holder to tender a copy of the Affidavit of service to prove that the Judgment Debtor has been duly served.
4. Mr. Deshmukh, learned Counsel for the Decree Holder submits that the Judgment Debtor – Builder & Developer Firm has developed the property by constructing “Sankalpsiddhi Co-operative Housing Society Ltd.” on the plot of land.
5. The Claimant – Mr. Dattatraya Daitkar, being an original tenant was supposed to get an alternate premises in the newly constructed building admeasuring 225 Sq. feet as the Judgment Debtor offered an additional area to the original tenant by paying consideration for the said additional area. Mr. Daitkar agreed to purchase 75 Sq. feet more area. For which, Mr. Daitkar was supposed to pay a sum of Rs. 1,25,000/- to the Judgment Debtor. At the time of execution of the

Agreement, said Mr. Daitkar paid Rs. 12,500/- and the balance amount was to be paid in 18 instalments of Rs. 6,250/-.

6. Mr. Deshmukh, learned Counsel submitted that the entire payment was made to the Judgment Debtor. He submits that his client pursuant to an Agreement entered into with the Judgment Debtor was supposed to get one premises in lieu of the original tenanted premises and an additional area of 75 Sq. feet. However, the same was denied to him. Therefore, his client filed an Application under Section 9 of the Arbitration and Conciliation Act, 1996. The said Application was disposed of by consent. Thereafter, Arbitrator came to be appointed and the said Arbitrator by its Award dated 22.12.2017 disposed of the Arbitration proceeding.

7. Mr. Mishra, learned Counsel for the Applicants in IA Nos. 3038 and 3184 of 2025 submits that he does not have a copy of the Execution Application. He submits that on the next date of hearing, he will make submissions on the Execution Application.

8. Mr. Deshmukh, learned Counsel submits that though partner of the partnership firm of the Judgment Debtor has been served, he chose to remain absent. He submits that as per his instructions, there are many other Criminal cases filed against the Judgment Debtor and as of today, he is absconding.

9. Issue bailable warrant against Judgment Debtor No. 2/ Respondent No. 2 – Sadik S. Ratansi in the sum of Rs. 50,000/- returnable on 23.03.2026.

10. Stand over to **23.03.2026**.

11. The Decree Holder to assist the Registry and furnish details of the concerned Police Station for the execution of the bailable warrant. The Senior Police Inspector of the concerned Police Station to have the said bailable warrant executed and secure the presence of the Judgment Debtor No. 2 / Respondent No. 2 - Sadik S. Ratansi on the next date.

12. Both the learned Counsel are hereby directed to file their additional Affidavits mentioning therein the details of the construction being made with regard to the building namely “Sankalpsiddhi Co-operative Housing Society Ltd.” disclosing how many original tenants have been given possession and how many saleable flats are available in the said building.

(RAJESH S. PATIL, J.)