

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO.1970 OF 2025
IN
COMMERCIAL SUIT NO.272 OF 2022

Mehul Jayantilal Shah

....Applicant

IN THE MATTER BETWEEN

Unique Shanti Developers LLP

....Plaintiff

Versus

Jai Temple View CHS Ltd. & Ors.

....Defendants

Mr. Sholk Bodas i/b. Tejas Shah, for Applicant.

Ms Sakina Electriwalla i/b. Avyaan Legal, for Plaintiff.

Mr. Abhijeet C. Mahadeokar, for Defendant No.1.

Mrs. Nandini Deshpande, 1st Asstt. to Court Receiver.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 28, 2026

ORDER :

1. By an Order dated March 27, 2026, to make arrangements for the Applicant, Mehul Jayantilal Shah, it was directed that the Court Receiver would execute the Permanent Alternate Accommodation Agreements (“**PAAA**”) in the respect of the two identified units to enable Defendant Nos.4 and 5 to be appointed as agents of the Court Receiver without payment of any

royalty in regard to benefits of the redeveloped units, without prejudice to all rights and contentions of the parties.

2. A new dispute has arisen as to who will pay the charges of the Court Receiver for such execution. Since the order dated March 27, 2026 was an interlocutory arrangement to enable the *inter se* disputes between the siblings to be adjusted pending the adjudication of the Suit, it is considered appropriate to direct that the amounts to be paid shall be borne by Defendant No.4 and Defendant no. 5 equally. Such amount shall be deposited with the Court Receiver within a period of two weeks from today. If such amounts are paid, the Court Receiver shall execute the PAAA on their behalf and comply with the directions set out in the aforesaid order.

3. It is also clarified by the Advocates for the parties that the draft minutes of the order which had been taken on record with the order dated March 27, 2026 being passed in lieu thereof contains a *bona fide* error on the part of the parties. All references to Flat No.303 as set out in paragraph 3 of the order and in multiple paragraphs of the draft minutes of the order shall be replaced by a reference to Flat No.503 on 5th Floor. The parties have consensus that this is a *bona fide* error and needs to be corrected. All further actions would be taken on the basis of the charges of Rs.50,000/- being borne by Defendant No.4 and Defendant no.5 equally.

4. The Learned Advocate for the Plaintiff submits that before the next date, an affidavit would be filed demonstrating payment by the Developer, of all amounts due under the Development Agreement.
5. By consent, stand over to ***May 8, 2026***.
6. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]