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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 7408 OF 2025
IN
SUIT NO. 359 OF 2025

Pankh Properties Private Limited	.. Applicant
IN THE MATTER OF:	
Pankh Properties Private Limited	.. Plaintiff
Versus	
Rusi Sorabji Khambatta and Ors.	.. Defendants

WITH
INTERIM APPLICATION (L) NO. 2426 OF 2026
IN
COUNTER CLAIM (L) NO. 2369 OF 2026
IN
SUIT NO. 359 OF 2025

Rusi Sorabji Khambatta	.. Applicant
IN THE MATTER OF:	
Rusi Sorabji Khambatta	Counter Claimant
	.. (Orig. Defendant No.1)
Versus	
Rusi Properties Pvt. Ltd. and Ors.	.. Defendants

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- Mr. Mayur Khandeparkar a/w. Ms. Lata Dhruv, Ms. Jahnavi Pandey and Ms. Namrata Kondavale, Advocates i/by Dhru & Co. for Applicant / Plaintiff in Interim Application No.7408 of 2025.
 - Mr. Aloukik R. Pai a/w. Mr. Saharsh Sakhare, Mr. Suryajeet Ravrane and Ms. Rashmi Nikam, Advocates i/by Bina R. Pai for Applicant in Interim Application (L) No.2426 of 2026 and Defendant Nos.1 and 4.

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CORAM : MILIND N. JADHAV, J.
DATE : MARCH 04, 2026.

JUDGMENT:

1. Heard Mr. Khandeparkar, learned Advocate for Applicant / Plaintiff in Interim Application No.7408 of 2025 and Mr. Pai, learned

Advocate for Applicant in Interim Application (L) No.2426 of 2026 Defendant Nos.1 and 4. In Suit No. 359 of 2025, Interim Application No. 7408 of 2025 is filed by Plaintiff for grant of interim reliefs under Order XXXIX Rules 1 & 2 of CPC. In Counter Claim (L) No. 2369 of 2026, Interim Application (L) No. 2426 of 2026 is filed by Defendant No.1 Counter Claimant to pay an amount of Rs.16,50,75,700/- to Defendant and for grant of ad-interim reliefs under Order XXXIX Rules 1 & 2 of CPC. By consent of parties both Interim Applications for grant of interim reliefs are taken up for hearing and disposal together as facts identical. Pleadings are completed in both Interim Applications. Parties shall be referred to as Plaintiff and Defendants for convenience. *Lis* is essentially between Plaintiff and Defendant No.1

2. Briefly stated, Plaintiff and Defendant No.1 executed registered Deed of Assignment dated 20.11.2012 and registered Irrevocable Power of Attorney dated 20.11.2012 whereby Defendant No.1 transferred and assigned his entire right and title in leasehold land bearing Plot No.626 equivalent to new Survey No. 1109 (part) and C.S. No. 633/10 of Matunga Division, Dadar – Matunga Estate Scheme ad-measuring approximately 1092.81 square meters within Municipal Ward of “F” North together with building comprising of ground plus 3 upper floors constructed thereon nomenclatured as Adenwalla Building (for short “**suit property**”) upon receiving consideration of Rs.12,00,00,000/-to the Plaintiff. Defendant Nos. 2, 3

and 4 are Confirming Parties to the Deed of Assignment dated 20.11.2012.

2.1. Defendant No.1 admittedly in 2012 received the entire consideration of Rs.12 Crore from Plaintiff and in lieu thereof handed over possession of suit property along with all original title deeds and documents of the suit property to Plaintiff and executed Declaration confirming the same. Defendant No.1 addressed individual Letters of Attornment to all tenants residing in the suit Building on the property intimating them that their tenancies were attorned in favour of Plaintiff and all future dues would be payable to Plaintiff (as landlord) except for attorning tenancy in respect of Flat No.9 being one Darius Rutton Kavasmaneck against whom Defendant No.1 was prosecuting eviction proceedings in the Small Causes Court bearing number RAE & R Suit No.525/1251 of 1993 at the then time.

2.2. Simultaneously, by an unregistered Agreement Defendant No.1 expressed interest to purchase 7,750 square feet at the rate of Rs.7,250/- per square foot in the proposed redevelopment on the Suit property plot if Plaintiff carried out the same in future. This unregistered Supplemental Agreement dated 20.11.2012 was executed separately between Plaintiff and Defendant No.1. Plaintiff and Defendant Nos. 2 to 4 executed 3 individual PAAA's all dated 20.11.2012 giving their consents to redevelopment of the suit property

and to receive ownership flats with 35% additional area in comparison to their then existing flat areas. Plaintiff addressed letter dated 26.12.2013 to all tenants proposing commercial terms for redevelopment of the building and stated that upon acceptance requisite legal documents would be executed to proceed with redevelopment process, however since no response was received from the tenants, Plaintiff took no further steps to redevelop the suit property.

2.3. On 26.02.2010, Small Causes Court passed Decree and Judgment in RAE & R Suit No.525/1251 of 1993 in favour of Defendant No.1 directing the tenant Darius Rutton Kavasmaneck to vacate Flat No. 9 in the building on the suit property and handover vacant and peaceful possession to Defendant No.1. The tenant filed Appeal No.183 of 2010 against the Decree and Judgment dated 26.02.2010 before the Small Causes Court Appellate Bench which was allowed vide judgment dated 30.10.2015 against which Defendant No.1 filed Civil Revision Application No.185 of 2016 challenging the said Judgment dated 30.10.2015 in which Plaintiff has filed Intervention Application. Civil Revision Application No.185 of 2016 was to be settled however the same failed due to change in ownership in favour of Plaintiff – Developer and thus it remains pending till date.

2.4. In March 2025, one Yasmine Cursetji and her husband one Rustom Cursetji (for short “**the Cursetjis**”) claiming to be co-tenant alongwith Defendant No.4 in Flat No.7 of suit premises filed Suit for dispossession being Suit No.971 of 2025 in City Civil Court, Bombay along with Notice of Motion under Section 6 of Specific Relief Act, 1963 against Defendant No.4 and Plaintiff on the ground that Defendant No.4 unlawfully dispossessed the Cursetjis from Flat No.7. By Order dated 07.10.2025, City Civil Court Bombay allowed the Notice of Motion and restrained Defendant No. 4 from selling, disposing off, assigning, leasing or creating third party rights in respect of Flat No.7.

2.5. Plaintiff received Notice dated 11.06.2025 addressed by Advocates for Defendant No.1 purporting to terminate Deed of Assignment and Irrevocable Power of Attorney, both dated 20.11.2012. Advocate for Defendant No.1 issued Public Notices stating that Deed of Assignment and Irrevocable Power of Attorney stood terminated and requested the public to refrain from dealing with Plaintiff in respect of the suit property. On 17.06.2025 and 30.08.2025, Plaintiff addressed detailed replies to the aforementioned notice refuting all statements contained therein and called upon Defendant No.1 to withdraw the notice however Defendant No.1 failed to do so and continued to act contrary to Plaintiff's interest, hence Plaintiff filed present Suit and Interim Application for interim reliefs.

3. Mr. Khandeparkar, learned Advocate for Plaintiff while drawing my attention to Interim Application No.7408 of 2025, Affidavit in Reply dated 21.01.2026 and Affidavit in Rejoinder dated 04.11.2025 filed by Mr. Talha Kapadia, authorised representative of Plaintiff would submit that Defendant No.1 transferred and assigned the suit property to Plaintiff by registered Deed of Assignment to which Defendant Nos.2 to 4 were confirming parties and registered Irrevocable Power of Attorney all dated 20.11.2012 for consideration of Rs.12,00,00,000/-. He would submit that Defendant No.1 has admitted receipt of the same. He would submit that Defendant No.1 handed over possession of suit property along with all title documents to Plaintiff and executed Declaration to that effect. He would submit that Deed of Assignment confirms receipt of Rs.12 crores as consideration along with all benefits under the Head Lease as well as accompanying, incidental and ancillary rights flowing therefrom. He would submit that Defendant No.1 addressed Letter of Attornment to all tenants attorning their tenancies to Plaintiff. He would submit that recitals of the Deed of Assignment and Letter of Attornment addressed by Defendant No.1 to all tenants show that Plaintiff was to develop the suit property which was tenanted and all requisite legal documents for redevelopment would be executed at a future date if Plaintiff redeveloped the same.

3.1. He would submit that Defendant No.1 wished to purchase 7,750 square feet in the new building if Plaintiff redeveloped the suit property hence a separate unregistered Supplemental Agreement dated 20.11.2012 was executed between Plaintiff and Defendant No.1 and confirmed by Defendant Nos. 2 to 4. He would vehemently submit that Supplemental Agreement was independent of the Deed of Assignment and in no way connected to the same. He would submit that Supplemental Agreement is merely an understanding and expression of intent to enter into an agreement to develop the suit property. He would submit that fructification of Supplemental Agreement was wholly subject to three conditions being:- (i) tenants of suit property consenting to redevelopment; (ii) feasibility of layouts and (iii) redevelopment actually happening. He would submit that Supplemental Agreement lacked key details pertinent to redevelopment; viz there being (i) no time period stipulated for completion of construction mentioned; (ii) no identification of the 7,750 square feet agreed to be given to Defendant No.1; (iii) design of construction; (iv) no plan or number of flats and floors; (v) no details of the quality of fixtures and fittings agreed and (vi) no requisite legal documents to be executed with existing tenants. He would submit if Plaintiff were to redevelop the suit property, these details would be finalized in subsequent legal documents to be executed at a later date is what was agreed.

3.2. He would submit that Defendant No.1's claim that the Supplemental Agreement and Deed of Assignment are connected documents and by such linkage Defendant No.1 seeks to modify a registered document by an unregistered document is impermissible and unenforceable in law. In support of this submission he would refer to and rely on the decisions of the Supreme Court in the cases of *M.B. Constructions vs. Vibhit Enterprises Pvt. Ltd.*¹ and *Chandrakant Shankarrao Machale vs. Parubhai Bhairu Mohite (Dead) Through Lrs.*²

3.3. He would submit that Plaintiff commenced the process of redevelopment and addressed letter dated 26.12.2013 to all tenants informing them of redevelopment terms, however no response was received from the tenants, hence redevelopment failed to materialize and the Supplemental Agreement stood frustrated. He would submit that despite being aware of frustration of the Supplemental Agreement, Defendant No.1 did not take steps to seek performance of the Supplemental Agreement nor did he or other Defendants who were confirming parties to the Deed of Assignment follow up with Plaintiff on the redevelopment status of the suit property.

3.4. He would submit that Defendant No.1's eviction proceedings against Darius Rutton Kavasmaneck came to decided in favour of Defendant No.1 by the Trial Court. He would submit that further

¹ Appeal No.271 of 2012 decided on 20th March 2013
² (2008) 6 SCC 745

rounds of litigation ensued which culminated in Defendant No.1 filing Civil Revision Application No. 185 of 2016 before this Court in which Plaintiff has filed Intervention Application. He would submit that there was change in Plaintiff's shareholding due to which Defendant No.1 has alleged collusion between Darius Rutton Kavasmaneck and Plaintiff to cause harm and detriment to Defendant No.1. He would submit that Defendant No.1 has falsely alleged collusion between Darius Rutton Kavasmaneck and Plaintiff to deprive the benefit of the eviction Suit to Defendant No.1. He would submit that on execution of Deed of Assignment, Defendant No.1 assigned benefits and burdens of the suit property to Plaintiff and one such burden being the ongoing eviction suit proceedings between Darius Rutton Kavasmaneck and Defendant No.1. He would submit that as the entirety of the suit property was sold and assigned to Plaintiff along with all benefits and encumbrances arising therefrom, Defendant No.1 has no surviving right or interest left in the eviction suit proceedings.

3.5. He would submit that the suit property was assigned and transferred to Plaintiff – Company. He would submit that shareholders of Plaintiff – Company owe no obligation to Defendant No.1 and it is free to sell and transfer its shares to any person of its choice. He would submit that since shareholders of Plaintiff – Company sold their shares to a company owned / controlled by Darius Rutton Kavasmaneck and his family, it does not give rise to any cause of action to Defendant

No.1 to terminate the Deed of Assignment nor can any question be raised to Plaintiff's title over the suit property without following the due process of law.

3.6. He would submit that Defendants saw Plaintiff's stand in the eviction Suit proceedings as adverse to Defendants' interest, hence Defendant No.1 through his Advocate issued notice dated 11.06.2025 terminating the Deed of Assignment and the Irrevocable Power of Attorney. He would submit that this notice is bad in law and issued with *malafide* intention since Defendant No.1 did not question Plaintiff's possession of Suit property from November 2012 until Plaintiff filed its Affidavit in the eviction Suit proceedings in June 2025. He would submit that Defendants took adverse inference from Plaintiff's stand in the eviction Suit proceedings and published Public Notices in the Free Press Journal and Nav Shakti newspapers declaring that the Deed of Assignment dated 20.11.2012 and Irrevocable Power of Attorney dated 20.11.2012 stood terminated and further warning the public not to deal with Plaintiff in relation to the suit property. He would submit that these Public Notices were not only published but were addressed to the Plaintiff and this was done with intention to deliberately cast doubt and slander Plaintiff's title over the suit property in the eyes of the public. He would submit that Notice dated 12.06.2025 addressed by Defendant No.1 terminating the Deed of Assignment and Irrevocable Power of Attorney is illegal, non-est, null

and void on the legal ground that registered documents cannot be unilaterally terminated merely by issuing notices for termination. In support of this submission, he would rely upon the decisions of the Supreme Court in the cases of *Thota Ganga Laxmi and Another Vs. Government of Andhra Pradesh and Others*³ and *Bhram Dutt Vs. Sarabjit Singh*⁴.

3.7. He would submit that failure to seek permission from the Municipal Commissioner under Section 92(dddd) of Mumbai Municipal Corporation Act, 1888 (for short “**MMC Act**”) for assignment of the leasehold right does not invalidate the registered Deed of Assignment, instead provides for conditions to be imposed and penalty fee to be paid for transfers effected without obtaining permission. He would submit that it does not empower the transferor - Assignor to annul or terminate the registered documents unilaterally by a legal notice. He would submit that bare reading of the Deed of Assignment shows that Defendant No.1 obtained all permissions to convey and assign the suit property hence he cannot take advantage of his own inadvertence to invalidate the Deed of Assignment especially when he has received the entire consideration of Rs. 12 Crore thereunder in 2012 and has enjoyed the same.

3 (2010) 15 SCC 207

4 2017 SCC OnLine P&H 5489

3.8. He would submit that Plaintiff through their Advocate addressed reply letters dated 17.06.2025 and 30.08.2025 stating that the Deed of Assignment dated 20.11.2012 was absolute, unconditional and executed with consideration of Rs.12,00,00,000/- paid fully and finally by Plaintiff to Defendant No.1 who admitted receipt of the same, hence assignment of right, title and interest in the suit property was complete and Deed of Assignment was incapable of being unilaterally terminated by Defendant No.1 merely by Notice. He would submit that, Plaintiff undertook no obligation to redevelop the suit property and it was only an entitlement which stood frustrated due to no response received from the tenants. He would submit that the Supplemental Understanding was void, unenforceable and stood terminated not for the reasons mentioned in Defendant No.1's notices but for the aforementioned reasons set out in Plaintiff's replies dated 17.06.2025 and 30.08.2025.

3.9. He would submit that as Defendant No.1 paid the consideration stipulated in the Deed of Assignment, any additional consideration that may be contemplated in the Supplemental Understanding cannot terminate / cancel the Deed of Assignment under Section 31 of Specific Relief Act, 1963 as transfer of the suit property was complete and title had passed onto Plaintiff. In this regard, he would refer to and rely upon the decision of the Supreme Court in the case of *Dahiben vs. Arvinbhai Kalyaniji Bhanusali (Gajra)*

Dead Through Legal Representatives and Others ⁵

3.10. He would submit that Plaintiff is in continuous and uninterrupted possession of the suit property and has been regularly paying assessment bills, rates and taxes since November 2012 till date. He would submit that Defendant No.1 is estopped from terminating the Deed of Assignment on the ground of failure to procure permission under Section 92(dddd) of MMC Act since he has admitted to obtaining all permissions prior to assigning the remainder of the lease tenure to Plaintiff.

3.11. He would submit that issuance of Public Notices by Defendant No.1 is a malicious act performed with a view to cause damage and injury to Plaintiff's name and reputation in the business and financial industry. He would submit that the Public Notices issued have caused building repair work being undertaken by Plaintiff to be questioned and thwarted at the instance of Defendants causing damages of upto Rs.105 crores to the Plaintiff.

3.12. He would submit that without affording any explanation, Defendant claims an amount of Rs.310 crores as damages suffered by him. He would submit that Defendant No.1 has sought unproven damages however he has not sought specific performance of the Supplemental Understanding, hence Defendant No.1 has forgone any

⁵ (2020) 7 SCC 366

injunctive relief with regard to the suit property. He would submit that Defendant No.1 failed to prove breach by Plaintiff and loss caused due to such breach committed for damages to be awarded. In support of this submission he would refer to and rely upon the decision of this Court in the case of *E-City Media P.Ltd. vs. Sadhrta Retail Ltd.*⁶.

3.13. He would submit that Defendant No.1 falsely claims that Deed of Assignment does not represent the true nature of the transaction i.e. development of the suit property. He would vehemently submit that the transaction entered into between Plaintiffs and Defendants is an unconditional assignment of the suit property undertaken through registered Deed of Assignment. He would submit that Defendant No.1 has committed breach of Section 92(dddd) of MMC Act as he was required to secure all permissions before executing any document transferring the suit property to Plaintiff and pay the requisite premiums to MCGM and that Deed of Assignment is not void even if it was executed without permission of the MCGM. He would rely on the decision of this Court in the case of *Kalandi Baburao Raut and Others Vs. Dattu Damu Thakare*⁷ in support of this submission. He would submit that Section 92(dddd) of MMC Act would empower MCGM to recover premium / penalty and this would not invalidate the registered Deed of Assignment. He would submit that failure to obtain permission from MCGM under Section 92(dddd) of MMC Act would

⁶ 2009 SCC OnLine Bom 1813

⁷ 2008 SCC OnLine Bom 553

only result in MCGM regularizing the transfer and it cannot be a ground to terminate the Deed of Assignment after 14 years neither is there any harm to public interest or policy. He would submit that Defendant No.1 cannot be allowed to claim benefit over his own wrongs to terminate the registered Deed of Assignment executed 14 years after enjoying benefits arising therefrom. and that there is no harm to public interest / policy.

3.14. He would submit that Defendant No.1 has referred to several documents to show that Plaintiff's alleged intention in redevelopment of suit property, however they were merely draft documents which were exchanged by parties as these documents were drafted at the behest of Defendants. He would submit that Defendant No.1's attempts to claim ownership of the suit property by:-(i) soliciting offer to redevelop suit property; (ii) claiming to be owner of the suit property; (iii) claiming that there is no active litigation on the suit property; and (iv) soliciting execution of term sheets and commercial offers regarding the suit property during the subsistence of the Deed of Assignment is impermissible in law. He would submit that on various occasions Defendant No.1's attempt to stop the repairs undertaken on the suit property and he informing the tenants not to recognise Plaintiff as their landlord is an illegal Act despite the Tenancies being attorned to the Plaintiff in 2012 itself.

3.15. He would submit that Defendant No.1's actions are prejudicial to the substantive legal rights of Plaintiff and if reliefs prayed for in Plaintiff's Interim Application are not granted then no harm, loss or injury would be caused to the Defendant No.1 or other Defendants, hence he would persuade this Court to allow Interim Application filed by Plaintiff and reject the Interim Application of Defendant No.1 as it being a complete afterthought and counterblast to Plaintiff's Suit in view of his above submissions.

4. Mr. Pai, learned Advocate for Defendant Nos. 1 and 4 would draw my attention to Interim Application No.2426 of 2026, Affidavit in Reply dated 16.10.2025, Additional Affidavit in Reply dated 09.12.2025 and Affidavit in Rejoinder dated 27.01.2026 and submit that Plaintiff's Interim Application is false, vexatious and filed with a view to delay the Suit. He would submit that Plaintiff has a weak case on merits and has filed the suit 4 months after issuance of Public Notice terminating the Deed of Assignment dated 20.11.2012. He would submit that Defendant No.1 has filed Counter Claim dated 22.01.2026 seeking termination of Deed of Assignment dated 20.11.2012 and for declaration that the transaction between Plaintiff and Defendants was for redevelopment of suit property. He would submit that Defendant No. 1 has filed Interim Application (L) No. 2426 of 2026 in Counter Claim (L) No. 2369 of 2026 seeking interim reliefs against Plaintiff.

4.1. He would submit that Deed of Assignment dated 20.11.2012 is *void ab initio* under Section 23 of the Indian Contract Act, 1872. He would submit that a right of act cannot arise out of fraud or transgression of law, and it is necessary that favour should rest where it lies. He would submit that when each party is equally guilty the estate will lie where it starts and the approach to be adopted ought to be the one which is least injurious to public interest and policy. He would submit that reliefs prayed for by Plaintiff are against public policy since those reliefs give benefit to Plaintiff despite non payment of premium to MCGM and non sanction of permission of alleged assignment of lease. He would submit that reliefs sought by Defendant No.1 in the Counter Claim are equitable as compared to Plaintiff's reliefs hence present Defendant's Interim Application deserves to be allowed.

4.2. He would submit that if prayer clause (A) of Plaintiff's Interim Application is granted, the rights of MCGM would be adversely affected hence the present Suit is equally bad for misjoinder of parties.

4.3. He would submit that Plaintiff – Company was owned and controlled by one Bharat Patel and his family and on behalf of Plaintiff he had executed and registered the Deed of Assignment dated 20.11.2012. He would submit that Defendant No.1 executed Irrevocable Power of Attorney dated 20.11.2012 giving power to Bharat Patel and his son Hardik Patel to develop the suit property. He

would submit that Plaintiff is a Private Limited Company and it has used its corporate veil to encourage illegal acts of Darius Rutton Kavasmaneck and his family, who are impleaded as Respondent Nos. 2 to 6 to Interim Application(L) No.2426 of 2026. He would submit that the said Darius Rutton Kavasmaneck has orchestrated the takeover of Plaintiff Company who was to develop the suit property. He would submit that Defendants through their Advocates have time and time again called upon Plaintiff to disclose names and addresses of its shareholders however no response was received and these details are suppressed. He would urge this Court to lift the corporate veil of Plaintiff to disclose the true identities of its shareholders.

4.4. He would submit that the real transaction between the parties was essentially for redevelopment under the Deed of Assignment which cannot be undertaken unless prior permission and payment of premium to Municipal Corporation of Greater Mumbai is obtained. He would submit that though Deed of Assignment was executed, name of Defendant No.1 still is reflected in the revenue record of suit property as well as in municipal records. He would submit that Plaintiff has played fraud upon Defendant No.1 by agreeing to redevelop the suit property and after execution of Deed of Assignment failed to carry out his obligation. He would submit that Darius Rutton Kavasmaneck and his family members took control of Plaintiff Company with malafide intention which resulted in Defendant

No.1 losing confidence in the Plaintiff to redevelop the suit property, hence Defendant No.1 terminated the Deed of Assignment and Irrevocable Power of Attorney by issuing Public Notices and Notice addressed to Plaintiff. He would submit that Plaintiff had agreed to hand over area of 7,750 square feet valued at Rs.75,000 per square foot to Defendant No.1 as per Supplemental Agreement, but since redevelopment was stalled, Defendant No.1 suffered loss of more than Rs.310 crores. He would submit that the Deed of Assignment was never meant to convey ownership of the suit property and if that was the case then there was no need to execute the Irrevocable Power of Attorney to Bharat Patel and Hardik Patel, the erstwhile shareholders of Plaintiff Company. He would urge the Court to invoke the Doctrine of Lifting the Corporate Veil of Plaintiff Company on the ground that fraud was played on Defendant No.1 by Darius Rutton Kavasmaneck and his family. He would submit that Darius Rutton Kavasmaneck - one of the tenant in the building and his family members surreptitiously took over Plaintiff Company's shareholding with malafide intention to stall redevelopment of the suit property to the prejudice of the Defendants.

4.5. He would submit that Plaintiff addressed letters to various tenants seeking their cooperation to redevelop the suit property and these letters would show that Plaintiff was appointed as the Developer and he was not the assignee of the suit property. He would submit that

Plaintiff addressed letter dated 26.12.2013 confirming its final commercial offer which once again reflected Plaintiff's intention to develop the suit property. He would submit that Plaintiff circulated various documents viz; Agency Agreement, Project Management Agreement and Power of Attorney intending to redevelop the suit property with all tenants. He would submit that since there is now a price escalation in the area of location of the suit property over the past few years and Plaintiff's have stalled redevelopment of suit property at the behest of one tenant viz; Darius Rutton Kavasmaneck and his family members, therefore Defendant No.1 has terminated the Deed of Assignment and Irrevocable Power of Attorney both dated 20.11.2012.

4.6. He would submit that Plaintiff has executed 6 Agreements viz; Deed of Assignment, Irrevocable Power of Attorney, Supplemental Agreement and 3 Agreements for Permanent Alternate Accommodation (for short "**PAAA**") on 20.11.2012 with Defendants. He would submit that perusal of the Deed of Assignment and Irrevocable Power of Attorney would show that Plaintiff undertook responsibility to develop the suit property. He would submit that identical PAAA was executed by Plaintiff with the children (Defendant Nos.2 to 4) of Defendant No.1 which also show that development of suit property was to be completed within 30 months. He would submit that Plaintiff seeks to now wriggle out of its obligations to redevelop the suit property since

it is now owned by Darius Rutton Kavasmaneck and his family members.

4.7. He would submit that the said Darius Rutton Kavasmaneck was originally a tenant of Flat No.9 in the suit property against whom Defendant No. 1 was pursuing eviction suit proceedings in the Small Causes Court since 1993. He would submit that Defendant No.1 came to know of the said Darius Rutton Kavasmaneck and his family's takeover of Plaintiff Company and therefore he decided to terminate the Deed of Assignment and the Irrevocable Power of Attorney since not only the said tenant was opposing redevelopment but also that the Deed of Assignment was executed in violation of Section 92(dddd) of the MMC Act which Plaintiff agreed in the Deed of Assignment to abide by. He would submit that Plaintiff was obligated to pay all dues, charges, other payments and outgoings including the premium to MCGM under Section 92(dddd) of MMC Act. He would submit that Deed of Assignment did not transfer title of suit property to Plaintiff. He would submit that since written permission of MCGM i.e. the head lessor was not obtained, the Deed of Assignment is liable for termination even though it may be a registered document.

4.8. He would submit that in the Suit plaint, Plaintiff did not pray for refund of Rs.12,00,00,000/- consideration and neither has claimed any relief against MCGM. He would submit that MCGM record still

reflects Defendant No.1 as its lessee as he has been paying the lease fees to MCGM since 2009. He would submit that the present declaratory suit filed by Plaintiff is barred under the *proviso* to Section 34 of the Specific Relief Act, 1963 as Plaintiff has not claimed any relief to restrain Defendant No.1 from creating third party rights in the suit property hence Defendant No.1 is free to deal with the suit property even if all reliefs prayed for are granted since the Suit is filed for termination of Deed of Assignment which is executed in breach of law and is therefore void.

4.9. He would refer to and rely upon two decisions of the Supreme Court in the case of *Immani Appa Rao and Others Vs. Gollapalli Ramalingamurthy*⁸ and *Narayanamma and Another vs. Govindappa and Others*⁹ wherein it is held that when both parties have committed unlawful acts, the Court will support the party whose claim is for greater good. He would refer to and rely upon the decision of the Supreme Court in the case of *The Madras Refineries Ltd. vs. The Chief Controlling Revenue Authority, Board of Revenue, Madras*¹⁰ to contend that that true meaning of a document is determined by the nature of the instrument and not from its nomenclature. He would draw my attention to another decision of the Supreme Court in the case of *Residents Welfare Association, Noida vs. State of Uttar Pradesh*

8 (1962) 3 SCR 739

9 (2019) 19 SCC 42

10 (1977) 2 SCC 308

and Ors.¹¹ to contend that an assignment deed cannot be construed as a Sale Deed. He would refer to and rely upon the decision of the Supreme Court in the case of ***Midas Constructions vs. Navghar Road Harikripa Cooperative Housing Society Limited.***¹² to contend that even if there is no specific provision in the Agreement for termination, parties are not prohibited from terminating the agreement in the event of parties committing breach of their obligations.

4.10. He would persuade this Court to therefore allow Interim Application No.2426 of 2026 filed by Defendant No.1 in the Counter Claim and seek rejection of Interim Application No.7408 of 2025 filed by Plaintiff in the present Suit.

5. I have heard Mr. Khandeparkar and Mr. Pai at length and with their able assistance perused the record of the case.

5.1. It is seen that in the present case Plaintiff has assailed the Termination Notice dated 11.06.2025 by virtue of which Defendant No.1 has unilaterally terminated two registered instruments namely Deed of Assignment dated 20.11.2012 executed between Plaintiff as Assignee, Defendant No.1 as Assignor and Defendant Nos.2 to 4 as confirming parties whereby Defendant No.1 absolutely and unconditionally assigned the Suit property for the remainder of the lease period to Plaintiff for consideration of Rs.12 crores received by

¹¹ (2009) 14 SCC 716

¹² 2018 SCC OnLine Bom 4867

him and irrevocable Power of Attorney dated 20.11.2012 executed by Defendant No.1 in favour of Plaintiff authorizing Plaintiff to carry out the acts mentioned therein. It is an admitted position that by virtue of these two documents Plaintiff was put in possession of the suit property. It is seen that on the same date Defendant No.1 also executed and issued a registered Declaration in support of handing over possession wherein in Clauses 2 and 3 it was stated by him as under:-

- “2. That by the duly registered Deed of Assignment dated 20th November, 2012 I have sold, transferred and assigned the said property along with all my rights, title and interest therein for the total consideration duly received by me to and in favour of Pankh Properties Pvt. Ltd. a company incorporated under the Companies Act, 1956 and having its Registered Office at 602 Boston House, Suren Road, Andheri (E) Mumbai – 400 093. represented by its directors Mr. Bharat Jayantilal Patel and Mr. Hardik Bharat Patel.*
- 3. That pursuant to the aforesaid Deed of Assignment I confirm having handed over physical possession of the said property along with the original documents of title in respect of the said property.”*

6. Thus from the above it is *prima facie* clearly seen that Defendant No.1 sold, transferred and assigned the suit property alongwith all his rights therein unto the Plaintiff by virtue of the already aforesaid 3 registered documents.

7. It is seen that Termination Letter dated 11.06.2025 has been issued after 13 years of the Deed of Assignment and the irrevocable Power of Attorney, both of which are registered documents. What is intriguing is that the Deed of Assignment is duly acted upon by both

the parties thereto admittedly and there is no denial of this fact. It is seen that Defendant No.1 has received consideration of Rs.12 crores under the Deed of Assignment and simultaneously he has handed over possession of the Suit property to Plaintiff about which also there is no denial. It is further an admitted position that Defendant No.1 has also attorned all tenancies in respect of the Suit property in favour of Plaintiff (as landlord) by issuing Attornments letters individually to all tenants in the building standing on the Suit property and most importantly Defendant No.1 has himself executed registered declaration confirming possession having been handed over to Plaintiff.

8. Thus it is seen that after receiving the entire benefit construed under the Deed of Assignment and having acted upon the terms and conditions of the Deed of Assignment whether Defendant No.1 would be entitled to terminate the Deed of Assignment in the manner in which it is done. Termination of the Deed of Assignment rather the cause of action as stated by Defendant No.1 in the Termination Letter dated 11.06.2025 has in fact nothing to do with or it is not for breach of any of the terms and conditions of the Deed of Assignment. It is seen that due to a completely different cause of action, Defendant No.1 has issued the Termination Letter which has no nexus whatsoever with the terms and conditions of the Deed of Assignment. It is stated in the Termination Letter that the Deed of

Assignment was conditional and was subject to the fulfillment of redevelopment of the Suit property in terms of the Supplemental Agreement. This is infact incorrect. Deed of Assignment is absolute and unambiguous. It is not a conditional document subject to redevelopment as can be seen on a plain reading of the same. What is needed to be understood is that reference to the Supplemental Agreement does not find any mention in the Deed of Assignment at all. Secondly, the Supplemental Agreement is an unregistered and unstamped document executed by Plaintiff and Defendant No.1 on the same date in the year 2012 and has no nexus whatsoever with the Deed of Assignment. Under the Supplemental Agreement Defendant No.1 agreed to purchase 7750 square feet of redeveloped area @ Rs.7,250/- per square feet in the proposed redevelopment that would be undertaken on the Suit property plot in future since Plaintiff desired to redevelop the suit property in furture pursuant to the Assignment in accordance with law.

9. It is seen that in so far as the Deed of Assignment is concerned, it is expressly and unequivocally unconditional and absolute and has no nexus with the Supplemental Agreement. It is further seen that the Supplemental Agreement was subject to redevelopment being undertaken on the Suit plot after completing negotiations with the individual tenants by the Plaintiff, but the same did not materialize and therefore independently on its own accord it

stood frustrated and abandoned for a period of more than 13 years. By virtue of the purported letter of Termination of Assignment, Defendant No.1 is interpolating the issue of redevelopment of the Suit property as an obligation stated in the Deed of Assignment which cannot be accepted on the plain reading of both the documents.

10. The second legal ground agitated by Defendant No.1 to issue the Termination Letter is that the Deed of Assignment was executed and registered in breach of the provisions of Section 92(dddd) of the MMC Act and it is therefore void. It is contended by Defendant No.1 that prior permission of the Municipal Corporation was required to be obtained before the assignment could be fructified. In this regard, it is seen that Defendant No.1 is the Assignor and he has given the assignment and has also agreed to procure all consents to make good his Assignment and convey clear, marketable, unencumbered certificate of title to the Plaintiff as per Recital “U(ii)” of the Deed of Assignment. Recital “U(ii)” of the Deed of Assignment reads thus:-

“U. *The Assignor shall:-*

(i) *xxxxxx*

(ii) *obtain a certificate of title in respect of the said property more particularly described in Schedule I hereunder written from his Advocates M/s. B.R. Oza & Company inter alia stating that the Assignor's title to the said property is unencumbered, clear, marketable and free from any encumbrances whatsoever and furnish the same to the Assignee.”*

11. Therefore Defendant No.1 now cannot resile from his own obligation of not having procured the permission of the Municipal Corporation which was supposed to be procured by him after receiving Rs.12 crores from the Plaintiff and seek invalidation of the Deed of Assignment on this ground as stated in the Termination Notice.

12. In so far as the statutory provisions are concerned, the Deed of Assignment is capable of being regularized by payment of appropriate penalty and fees and is therefore not void even if it is executed without obtaining permission of the Municipal Corporation. In any event failure to obtain the permission from the Municipal Corporation can at the highest only result in the Corporation taking steps against the Plaintiff for regularizing the same, but it cannot entitle the Defendant No.1 to plead the same as a ground to terminate the Deed of Assignment especially in the wake of clear and unambiguous terms of the Deed of Assignment and the Defendant No.1 being responsible for the same.

13. The third ground taken by Defendant No.1 to terminate the Assignment is a factual ground. According to Defendant No.1, Plaintiff is colluding with the tenant Darius Rutton Kavasmaneck to deprive him of the fruits of his eviction proceedings against him. It is seen that by virtue of the Deed of Assignment the eviction proceedings have been assigned as a chose in action to the Plaintiff and the burden and

benefit of the eviction proceedings shift entirely to the Plaintiff with Defendant No.1 having no surviving right and interest in the eviction proceedings. In this regard Clause 3 of the registered Irrevocable Power of Attorney dated 20.11.2012 is most relevant and it reads thus:-

“3. To pursue and/or continue and to initiate and/or defend the litigation being Suit being R.A.E & R No.525/1251 of 1993 was filed in Small Causes Court at Bombay and/or the Appeal, Writ, Revision etc. therefrom in the Small Causes Court at Mumbai and if necessary in the Bombay High Court and/or the Supreme Court of India including any execution and enforcement proceedings, if any.”

14. Further it is seen that on the date of Deed of Assignment i.e. 20.11.2012 the eviction Suit that was filed by Defendant No.1 against the said Darius Rutton Kavasmaneck had stood already decreed on 26.02.2010 and the Appeal was pending before the Appellate Bench and therefore under Clause 3 of the Power of Attorney as seen above the eviction proceedings were assigned in its entirety including all future appeal, execution and enforcement proceedings to the Plaintiff. Therefore it cannot lie in the mouth of the Defendant No.1 to agitate this ground at all as *prima facie* it is seen that Defendant No.1 has relinquished his entire right in the said Suit property to the Plaintiff on accepting Rs.12 crores and handing him possession of the same.

15. The fourth factual ground taken by Defendant No.1 for issuing the Termination Letter is that Darius Rutton Kavasmaneck has fraudulently and secretly acquired control of Plaintiff – Company. In

this regard, it is seen that the transaction regarding sale of shares by Plaintiff and its shareholders to Darius Rutton Kavasmanek and his family members is a completely different and separate cause of action which is totally irrelevant to the present dispute and cannot constitute as a ground for terminating the Deed of Assignment. The Deed of Assignment executed between Plaintiff and Defendant No.1 is a distinct and separate entity and cause of action altogether.

16. In so far as the transfer of shareholding / shares of Plaintiff – Company to the tenant Darius Rutton Kavasmanek is concerned, the same is in accordance with law and Plaintiff is under no obligation whatsoever to seek Defendant No.1's permission for transfer of shares of Plaintiff – Company. Thus there is nothing which is apparently fraudulent or secretive whatsoever in a third party entity purchasing shares of Plaintiff's shareholders and/or acquiring the Plaintiff – Company neither there is anything binding on the Plaintiff to act in that manner. Hence this can never be a ground whatsoever for terminating the Deed of Assignment altogether.

17. Defendant No. 1 has filed Counter Claim along with Written Statement both dated 16.01.2026. In his Counter Claim what is intriguing is that Defendant No. 1 calls both the parties i.e. Plaintiff and Defendants as fraudulent therein. *Prima facie*, Defendant No. 1 can undoubtedly call his act fraudulent but the Plaintiff has contested

the case of Defendant No. 1. The entire sequitur of the Counter Claim of Defendant No.1 is on the premise that both the parties before Court are confederates in fraud and according to Defendant No. 1 approach of Defendant No. 1 is less injurious to the public interest than the action of Plaintiff.

18. It is stated in the Counter Claim that it is only in May 2025, Defendant No. 1 realized that the Deed of Assignment dated 20.11.2012 was in breach of the provisions of Section 92(dddd) of the MMC Act and only on recent advice received by Defendant No. 1, he realized that the Deed of Assignment was *void ab initio*. Claim of Defendant No. 1 is that he has paid amount of Rs. 2.09 Lakhs towards property tax pertaining to the bill generated in September 2024 and Rs. 22,748/- towards repair cess in respect of the bill generated in November 2023 and therefore he has been paying the outgoings. Merely on this ground case of Defendant No. 1 cannot be accepted. That apart from 2012 onwards as per the terms and conditions of the Deed of Assignment and the Power of Attorney both being registered documents, it is the Plaintiff who has been regularly paying the property taxes and outgoings in respect of the suit property.

19. Next it is the case of Defendant No. 1 that the Deed of Assignment has a dual consideration of Rs. 12 Crores being the

consideration under the assignment and Defendant No. 1 being entitled to 7750 square feet area of redevelopment from the Plaintiff. This contention of Defendant No. 1 is *prima facie* false on the face of record. There is no aspect of dual consideration stated in the Deed of Assignment which is a registered document. The only commonality is that the date of Deed of Assignment and the date of Supplemental Agreement are executed on the same date. What is crucial and critical is that in the Deed of Assignment, there is no reference whatsoever to Defendant No. 1's entitlement to 7750 square feet area to be received from the Plaintiff on redevelopment.

20. As held above, both the issues namely Deed of Assignment and rights flowing through the unregistered Supplemental Agreement have different cause of action. If it is Defendant No. 1's case that both the causes of action are flowing from the same set of documents then nothing prevented Defendant No. 1 to approach the Court at an appropriate point of time previously. Defendant No. 1 enjoyed Rs. 12 Crores under the Deed of Assignment for 13 years and is now contending that the said Deed of Assignment states that it has dual consideration but when it is read, there is no clause or recital therein which supports Defendant No. 1's argument of dual consideration. By virtue of Counter Claim Defendant No. 1 has submitted that he has forfeited Rs. 12 Crores received under the Deed of Assignment towards the satisfaction of partial loss incurred by Defendant No. 1. For

enabling Defendant No. 1 to forfeit Rs. 12 Crores, there has to be an obligation under the Deed of Assignment which is not found in the said assignment. There is no obligation which has been left to be completed on the part of Plaintiff *prima facie* which enables Defendant No. 1 to forfeit Rs. 12 Crores. Defendant No. 1 in the Counter Claim has stated that he claims further damages for losses incurred between 2012 and 2026 which on the face of record are not justified at all. This is so because Defendant No. 1 has pressed his Interim Application on the basis of the aforesaid submissions. The sum and substance of the Counter Claim of Defendant is that Plaintiff has played a fraud on Defendant No. 1 but the same is unsubstantiated as can be seen from the reading of the Deed of Assignment altogether.

21. Defendant No.1 has filed his Counter Claim seeking punitive damages against the Plaintiff. This Counter Claim was filed by Defendant No.1 stating that Defendant No.1 has suffered huge damages for not having received the redeveloped property under the Supplemental Agreement between Plaintiff and Defendant No.1. It is *prima facie* seen that Defendant No.1 did not take any steps whatsoever for 13 long years and the Counter Claim has been filed only as a counterblast after Plaintiff filed the present Suit proceedings. It is seen that Defendant No.1 is now trying to re-claim ownership of the Suit property and has interfered with the Plaintiff's enjoyment of the Suit property by slandering Plaintiff's title to the Suit property

derived under the Deed of Assignment. Thus after receiving and enjoying the full benefit under the Deed of Assignment for more than 12 years, Defendant No.1 now cannot be permitted to cancel the Deed of Assignment unilaterally by way of a termination notice and reclaim ownership of the Suit property.

22. It is seen that Defendant No.1 is also attempting to stop repairs being conducted to the Suit property by Plaintiff as its landlord and Defendant No.1 is also approaching various tenants in the building situated on the Suit property and asking them not to recognize the Plaintiff as their landlord. Further in so far as the eviction proceedings pending in the Court pertaining to one of the tenant namely Darius Rutton Kavasmaneck are concerned, Defendant No.1 is also resisting withdrawal of the said proceedings by Plaintiff even though the same stands assigned to Plaintiff under the Deed of Assignment. However this is a completely different cause of action unconnected to the present *lis*.

23. When the Interim Application in the Counter Claim filed by Defendant No.1 was argued before me, at the outset, I directed Mr. Pai to deposit Rs.12 crores alongwith interest in order to show Defendant No.1's *bonafides* before he could press his case for interim relief. This was because admittedly Defendant No.1 had received Rs.12 crores under the Deed of Assignment and he was aggrieved with non-

fructification of the Supplemental Agreement between the parties thereafter. It is seen that there was no reason for Defendant No.1 to wait for more than 12 years and he could have approached the Court earlier. Thus Defendant No.1 did not choose to do so primarily because Defendant No.1 received Rs.12 crores admittedly from the Plaintiff and the Deed of Assignment stood duly fructified. Claim of Defendant No.1 at the interim stage that Plaintiff should be asked to deposit humongous amounts for the losses which has been caused to Defendant No.1 is on the face of record, preposterous, untenable, illegal, arbitrary and high handed. The claim of Defendant No.1 is totally unjustified and it is merely stated on paper and nothing more. If Defendant No.1 had to levy such a claim, then he would have approached the Court of law within a reasonable period after executing the Supplemental Agreement for seeking specific performance and shown his readiness and willingness which he failed miserably, Defendant No.1 should not have waited for a period of more than 12 years for the same to be challenged. The challenge by Defendant No.1 in the Suit filed by the Plaintiff is therefore nothing but a counterblast and an attempt to silence the Plaintiff and nothing more. Defendant No.1 after enjoying Rs.12 crores duly received by him for more than 12 years cannot now be heard to say that he has been wronged. It is infact the Plaintiff who has been wronged by Defendant No.1.

24. From the facts emanating on the face of record, it is an admitted position that redevelopment of the Suit property as agreed between Plaintiff and Defendant No.1 under the Supplemental Agreement was subject to the tenants agreeing to redevelopment and only if redevelopment would be undertaken in future on the Suit Property.

25. In so far as Plaintiff is concerned, it is *prima facie* seen that Plaintiff had shared the terms for redevelopment with each and every tenant which is once again an admitted position but save and except Defendant Nos.1 and 4, no other tenants replied to Plaintiff and accepted the terms for redevelopment.

26. In that view of the matter, the redevelopment as envisaged by Plaintiff and Defendant No.1 under the Supplemental Agreement did not fructify. If at all it was Defendant No.1's case that the Deed of Assignment and redevelopment of the property were both interlinked, then there was no reason for Defendant No.1 to keep quiet for more than 12 years and only thereafter come to the Court by way of Counter Claim in the Suit filed by the Plaintiff. Defendant No.1 could have rather filed original proceeding which he did not. Defendant No.1's actions of attorning the tenancies and allowing the Plaintiff to operate and function as the landlord of the suit property for 12 years fructified the Deed of Assignment fully.

27. The submissions made on behalf of Defendant No.1 by Mr. Pai seeking invocation of the doctrine of lifting the corporate veil of Plaintiff – Company have no nexus whatsoever with the registered Deed of Assignment and the registered irrevocable Power of Attorney issued by Defendant No.1 in favour of the Plaintiff. Though it would be argued that by virtue of the Deed of Assignment, Irrevocable Power of Attorney, Supplemental Agreement and 3 PAAAs entered into on the same date between the parties it was an indicator of the fact that Plaintiff undertook the responsibility to redevelop the Suit property, still there is no reasonable and direct nexus with respect to the cause of action whatsoever between the Deed of Assignment and the Supplemental Agreement between the parties.

28. The steps taken by Plaintiff for redevelopment of the Suit property are *prima facie* emanating from the record of the case. Plaintiff's intention to develop the Suit property is reflected by Plaintiff's actions, Plaintiff after becoming the landlord has written to all other tenants seeking their co-operation to redevelop the Suit property in the year 2013 itself. Plaintiff has as far as in December 2013 given its final commercial offer for redevelopment of the Suit property to all tenants. It is seen that Plaintiff circulated various documents namely Agency Agreement, Project Management Agreement, Power of Attorney seeking redevelopment of the Suit property to all tenants. Therefore in so far as the Deed of Assignment is

concerned and the issue of redevelopment of the Suit property is concerned, both issues cannot be juxtaposed together and linked to each other by Defendant No.1. It is seen that once the Deed of Assignment has fructified fully and it subsisted in that fashion for more than 12 years, there was no reason for Plaintiff to continue recognizing Defendant No.1 as the owner of the Suit property.

29. Thus for considering the *prima facie* case and balance of convenience, Plaintiff has made out a very strong case for grant of interim reliefs. In so far as the irreparable loss and harm is concerned, admittedly Plaintiff is out of pocket by Rs.12 crores as far back as in 2012 and has already suffered loss of consideration under the Deed of Assignment which has been fructified otherwise at the hands of Defendant No.1. When called upon to bring back Rs.12 crores along with interest for 12 years to show bonafides, Defendant No.1 has failed to do so. In his Counterclaim he has not even prayed for specific performance of the Supplemental Agreement. If that be the case, he cannot be entitled to any alternate reliefs of damages.

30. That apart, Defendant No.1's case in the Counter Claim that he has suffered losses for not having received the redeveloped property cannot be attributed to Plaintiff's inaction. Whatever was within the realm of Plaintiff, Plaintiff had taken affirmative steps for redevelopment and therefore the Interim Application taken out by

Defendant No.1 in his Counter Claim seeking a direction to Plaintiff to deposit amounts for the losses suffered by Defendant No.1 cannot be countenanced in the facts and circumstances of the present case as such a claim is completely unsubstantiated and unjustified apart from the fact that it is a dishonest claim on the face of record. Conduct of the Defendant No.1 also militates against seeking any relief in his Counter Claim.

31. In view of the above observations and findings, Interim Application No.7408 of 2025 in Suit No.359 of 2025 filed by the Plaintiff stands allowed in terms of prayer clauses “a, a(i), a(ii) and b” which read thus:

“a. That pending the hearing and final disposal of the Suit this Hon'ble Court be pleased to pass a temporary order and injunction restraining the Defendants, by themselves or through their servants and / or agents, or otherwise howsoever, from directly or indirectly, or in any manner:

(i) Acting upon / or taking any steps pursuant to the purported termination of the Deed of Assignment dated November 20, 2012 (Exhibit "B" of the Plaintiff) and / or the Power of Attorney dated November 20, 2012 (Exhibit "C" of the Plaintiff).

(ii) for holding out the 1st Defendant as the owner of the Suit Property.

b. That pending the hearing and final disposal of the Suit, pass a temporary order staying the operation and implementation of Impugned Notice dated June 11, 2025 (Exhibit "K" of the Plaintiff) purporting to terminate the Deed of Assignment dated November 20, 2012 and the Power of Attorney dated November 20, 2012.”

32. Resultantly, in view of the above order and the observations and findings, Interim Application (L) No.2426 of 2026 in Counter Claim (L) No.2369 of 2026 filed by Defendant No.1 stands rejected

with costs of Rs.25,000/- to be paid by the Defendant No.1 to the High Court of Bombay Original Side Library, Room No.39 within a period of 2 weeks from today.

[MILIND N. JADHAV, J.]

33. After this Judgment is pronounced in Court, Mr. Pai, learned Advocate for Defendant No. 1 seeks stay of this Judgment. In view of the observations and findings which are returned in regard to Defendant No. 1's Application and conduct, I am not inclined to accede to the request made by Mr. Pai. Hence, the request stands declined.

[MILIND N. JADHAV, J.]

Ajay

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by AJAY
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