

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

**INTERIM APPLICATION NO. 843 OF 2026
IN
SUIT NO. 407 OF 2022**

Mathuradas Welfare Association ...Applicant

In the matter between :

Mathuradas Welfare Association And Ors. ...Plaintiffs

Versus

Jaavi Infra Pvt. Ltd. And 131 Ors. ...Defendants

Mr. Simil Purohit, Senior Advocate a/w Anosh Sequeria,
Vikas Kumbhar, Shruti Kumbhar, for the Plaintiff.

Mr. Aashish Kamat, Senior Advocate a/w Vaibhav Charalkar
i/b Jitendra Jain, for Org. Respondent No.1.

Mr. Yogesh Thorat a/w Prajwal Thorat i/b D. D. Shinde, for
the Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.
DATE : MARCH 25, 2026

ORDER :

1. In the captioned Interim Application, having heard the parties, liberty to carry out amendments in terms of prayer clause A, read with Schedule-I thereto.

2. As regards prayer clause B, a schedule of individuals and account particulars for purposes of receipt of payments and remittances, as tendered by Mr. Simil Purohit, Learned Senior Advocate, is marked 'X' for identification as of today's date, and is taken on record. The bank accounts and the beneficiaries of such bank accounts, as set out in this table shall inform manner in which the monies deposited in Court would be released against the respective names of the 11 persons in such table. Going forward, future transit rent in respect of the units identified in the said table shall directly be paid by the Developer to the respective nominated payees, as set out in the said table.

3. The affidavits filed by each of the legal heirs and the representatives of the deceased members in respect of the aforesaid units, identifying and confirming that the nominated payee is the person who has been authorised to receive all future monthly rentals and compensation amounts in respect of the subject premises, are also taken on record. The protection assured by the each of the respective deponents of these Affidavits in Paragraph 3 and Paragraph 5 in each of the affidavits (they are confirmed by Mr. Purohit as being identical) are also noted as constituting an obligation by these deponents to keep the Developer indemnified and saved harmless from and against any claims

that may be raised in respect of such payment to the respective designated payee, in terms of the table taken on record today.

4. The Developer shall be indemnified in respect of any claim made by any person, heir or third party in connection with the benefits that are being paid pursuant to this order to the eleven identified nominated payees by the deponents of these affidavits taken on record today. Mr. Ashish Kamat, Learned Senior Advocate for the Developer submits that any additional stamp duty burden levied or required to be paid at the time of execution of the Supplemental Agreements shall also have to be borne by the nominated payees. At this stage the Court is not commenting on stamp duty liability, leaving it to the parties to assert their rights in law if and when, and as and when, any stamp duty liability arises.

5. Interim Application 843 of 2026 stands ***disposed of*** in the above terms.

6. A further Schedule of Amendment is tendered across the Bar today, to bring on record legal heirs of Plaintiff No. 6, Mr. Ravindra Torgal, which is marked 'X1' for identification as of today's date, and is taken on record. The amendment as set out in the Schedule is allowed. It is clarified that the names of these legal heirs also form part of the

information tendered today for purposes of future remittances and release of funds already deposited.

7. All the amendments allowed today, shall be carried out within a period of two weeks from the upload of this order on the website of this Court. Re-verification is dispensed with.

8. A joint Affidavit of consent in respect of the premises of Plaintiff No.6 is also tendered across the bar and is also taken on record.

9. 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.]