

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

INTERIM APPLICATION NO.1489 OF 2026
IN
COMM. EXECUTION APPLICATION NO.161 OF 2025

Hussain Siraj Somji .. Applicant.
v/s.
Joy Builders .. Respondent.

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Mr. Karan Bhide with Adv. Aashi J. i/b. Dave and Girish & Co., for
Applicant.
Mr. Rahul Agrawal i/b. M/s. Purnanand & Co., for the Decree Holder.

CORAM: FIRDOSH P POONIWALLA,J.
DATE : 10th APRIL, 2026.

P C:-

1 This Interim Application has been filed seeking various
reliefs. Prayer clause (b) is the main relief and reads as under:-

*“(b):- This Hon’ble Court be pleased to cancel/
quash and/or set aside the Warrant of Attachment
dated 17.12.2025 (“**Exhibit B**” herein) issued in the
above Commercial Execution Application so far as it
relates to (i) Commercial Office premises No.2
admeasuring 1221 sq.ft. on the 4th Floor; (ii)
Commercial Office premises No.11 admeasuring 1296
sq.ft. on the 4th Floor ; and (iii) Commercial Office
premises No.11 admeasuring 1296 sq.ft. on the 5th
Floor; of Manthan Plaza situated at CTS No. 962-D at
village Kole Kalyan, Nehru Road, Santacruz East,
Mumbai 400 055 (as described in “**Exhibit A**” herein).”*

2 The Applicant has sought setting aside of the Order of Warrant of Attachment in respect of the properties mentioned in prayer clause (b) on the ground that the Applicant is not the judgement debtor and is no way connected with this proceeding.

3 The learned Counsel appearing on behalf of the Execution Applicant states that the Execution Applicant is agreeable to the setting aside of the said Warrant of Attachment.

4 In these circumstances, the Interim Application is allowed in terms of prayer clause (b).

5 In the facts and circumstances of the case, there shall be no order as to costs.

(FIRDOSH P. POONIWALLA,J.)