

MHRG040014302024



**Special Civil Suit No. 200/2024**

**M/s. S. K. Enterprises Sanjay Shelke  
Vs.**

**Jaywant Deshmukh**

**ORDER BELOW EXH. 51**

{Passed on 19/10/2024}

1. Heard both the parties. Perused the application and say at **Exh 57**. This is an application for Injunction under Order XXXIX, Rule I of the Code of Civil Procedure, 1908, after **Review** of the impugned Orders below Exhibits **30** and **39** & for fresh **temporary injunction** against defendants or any person through them.

2. The learned counsel of the plaintiff submitted that being aggrieved by the Orders dated 10.03.2024 and 03.09.2024, passed by this Hon'ble Court below Exhibit 30 and 39, and due to a fresh attempt by the Defendants to change the status of the Suit Plot after the impugned Orders below Exhibit 30 and 39 was passed, the Plaintiffs are filing this fresh Application Order 39, Rule 1 of the Code of Civil Procedure, 1908, seeking that the Hon'ble Court be pleased to **review**, its impugned Orders and pass directions to the Defendants to maintain status quo of the Suit Plot, on the grounds as detailed hereunder, including due to the discovery of new and important matter or evidence which, after the exercise of due diligence was not within the knowledge of the Plaintiffs and could not be produced by them at the time when the impugned Orders were passed, and on grounds that record the impugned Orders suffer an error apparent on the face. The

present suit has been filed by Plaintiffs seeking specific performance of an Agreement to Sell dated 09/05/2016 executed between the Plaintiffs as the Purchasers and the late Smt. Sulochana Deshmukh and Defendant No. I as the Sellers, in respect of the Suit **Plot No. 178A, admeasuring 800 sq. meters, at Sector 17, Ulwe, Navi Mumbai.** The Defendant Nos. 1 to 5 are the Legal Heirs of the late Smt.. Sulochana Deshmukh and Defendant No 6 is her brother-in-law. Sulochana Deshmukh had originally executed an MOU in 2005 to sell the Suit Plot to Plaintiff No. 1, and subsequently the MOU was novated into the Suit Agreement by the consent of the Parties thereto. The Suit Plot has been allotted by CIDCO under the 12.5% PAP scheme, in lieu of the ancestral lands of Defendant Nos. 1 to 5, which were acquired for the development of the township of Navi Mumbai. The Defendant No. 6 had initially claimed to be a tenant of the acquired lands, but subsequently he wrote to the Land Acquisition Department, Metro Centre-3, Panvel on 19 July 1990, where he stated that he only wanted compensation of Rs 8,000/- (Rupees Eight Thousand only), and claimed no other interests in the acquired lands. Subsequently the Suit Plot was allotted to the late Smt. Sulochana Deshmukh vide Allotment Letter dated 12 January 2009, and she accepted valuable consideration from the Plaintiffs under the Suit Agreement, evidence of which has already been filed by the Plaintiffs with their Plaint. The Plaintiffs also deposited the lease premium for the Suit Plot, amounting to Rs. 1,72,435/- (Rupees One Lakh, Seventy Two Thousand, Four Hundred and Thirty Five only) with CIDCO. on behalf of the late Smt. Sulochana Deshmukh, vide Receipt No. 273162 dated 13 January 2009.

Subsequently, Defendant No. 6 filed Special Civil Suit 487 of 2012 before this Hon'ble Court, wherein he claimed ownership of the Suit Plot, and Plaintiff Nos. 1 and 3 herein, appeared on the behalf of Late Smt. Sulochana Deshmukh as her duly authorized Power of Attorney Holder in the Suit. A Civil Revision Application 441/2016 was filed therefore Hon'ble Bombay High Court, in respect of Suit 487/ 2012, and the Hon'ble High Court vide Order dated 06.12.2018 directed that status quo shall be maintained on the Suit Plot till disposal of the Suit. In the meantime, the late Smt. Sulochana Deshmukh filed her Written Statement in Suit 487/2012 at Exhibit 44, wherein she accepted that she had sold the Suit Plot to the Plaintiffs. Sulochana Deshmukh died in 2016, and her legal heirs (Defendant Nos 1 to 5 ) filed their Written Statement in Suit 487 /2012 at Exhibit 64, where the legal heirs also accepted that they had sold the Suit Plot to the Plaintiffs. The Suit 487/ 2012 was withdrawn by Defendant No. 6 under Order 22 Rule 1(3) of Code of Civil Procedure, 1908 with permission to bring fresh suit on the same cause of action, and subsequently Special Civil Suit 404 of 2022 was filed by Defendant No. 6 against Defendant Nos. 1 to 5 in respect of the Suit Plot with the same cause of action. The Suit 404 of 2022 is still pending before the Hon'ble Court, and the Plaintiffs herein have filed an Application to be added as Parties in the Suit under Order 1, Rule 10 of the Code of Civil Procedure, 1908. In the meantime Defendant Nos. 1 to 5 filed Writ Petition 12273 of 2022 and Defendant No. 6 filed a cross Writ Petition 14584 of 2022 before the Hon'ble Bombay High Court, claiming their rights in the Suit Plot. CIDCO in their Affidavit-in-Reply filed before the before the

Hon'ble Bombay High Court in Writ Petition No. 12273 of 2022 accepted that Defendant No. 6 had voluntarily made a statement dated 19 July 1990 before the Metro Center accepting Rs.8.000/- as full and final satisfaction of all his claims in respect of the acquired lands of the late Smt. Sulochana Deshmukh. The CIDCO confined that the Suit Plot had been allotted in favour of the late Sulochana Deshmukh, and that she had paid the Lease Premium for the same, but final agreement to Lease was pending due to the ongoing dispute between Defendant Nos 1 to 5 and Defendant No. 6. The Defendant Nos. 1 to 5, acting with malicious intent to defraud the Plaintiffs of their rights on the Suit Plot, reached a nefarious settlement with Defendant No. 6, behind the back of the Plaintiffs, and filed a Special Civil Suit 44 of 2024 against Defendant No. 6, wherein they attempted to fraudulently record a compromise before the Lok Adalat of 03.03. 2024. The fraudulent attempt of the Defendants was foiled by the Plaintiffs, who appeared before the Hon'ble Court as **Intervener** in Suit 44 of 2024, and the Plaintiffs application under Order 1. Rule 10 of the Code of Civil Procedure, 1908 is still pending in the Suit. The Plaintiffs immediately filed the present Suit before this Hon'ble Court, seeking to enforce the Suit Agreement against the Defendant Nos. 1 to 3. and to prevent the Defendants from alienating their rights in the Suit Plot, and creating third-party interest therein, to the detriment of the Plaintiffs. Due to the necessity to file the Suit at the earliest, the Plaintiffs did not had time to send the statutory Notices to CIDCO and take it as a Defendant in the Suit, but sought leave in their Plaint to add CIDCO as a Party at a later date, and the Plaintiffs have now also

filed an Application under Order 1, Rule 10 of the Code of Civil Procedure, 1908, to add CIDCO as a Party to the Suit. The Defendants also attempted to reach a compromise before the Hon'ble Bombay High Court in Writ Petitions 12273 of 2022 and 14584 of 2022. where they sought to withdraw the Writ Petitions with directions to CIDCO to allot the Suit Plot in favour of Defendant No. 6, rather than to Defendant Nos. 1 to 5. The Hon'ble Bombay High Court, vide Order dated 20 April 2024, disposed-off the above-mentioned Writ Petitions, with liberty to the Plaintiffs to pursue suitable steps to safeguard their rights in the Suit Plot. The Hon'ble High Court has clearly recorded that withdrawal of the Writ Petitions shall not affect the substantive rights of the intervenor. However, unfortunately the Hon'ble Bombay High Court **erroneously** recorded, in Paragraph No. 6 of its Order dated 29 April 2024, that CIDCO had not allotted any Plot to the Defendants till date, and the Plaintiffs have already filed a Review Petition (S) No. 24748 of 2024 before the Hon'ble High Court, seeking rectification of the erroneous recording. Taking benefit of the **erroneous** recording by the Hon'ble Bombay High Court, the Defendants approached CIDCO and attempted to surrender the allotment of the Suit Plot in favour of the late Smt. Sulochana Deshmukh. Letter dated 08 April 2024 issued by Defendant No. 1 to CIDCO wherein he submitted that Defendant Nos 1 to 5 did not need the Suit Plot which was allotted to their mother and agreed to the allotment of the Suit Plot to Defendant No.6. Thereafter, CIDCO subsequently passed an Order dated **11 July 2024**, whereby it **decided to allot** the Suit Plot to Defendant No. 6. CIDCO has thereafter issued an Allotment Letter dated **01 August**

**2024** for the Suit Plot, in favour of Defendant No 6 and has executed an Agreement to Lease dated **08 August 2024**. The Plaintiffs have filed Applications for status quo in respect of the Suit Plot, at Exhibit Nos. 30 and 39, which were unfortunately rejected by the Hon'ble Court, due to a misconception of the facts of the case, and the present Application seeks a **review** of the impugned Orders dated 10 May 2024 and 03 September 2024 below Exhibits 30 and 39, and prays that an Order of status quo injunction under Order 39, Rule 1 of the Code of Civil Procedure, 1908, be passed in the present application, on the grounds of a change in the status of the Suit Property, subsequent to the passing of the prior Applications. Developments after the filing of Applications at Exhibits 30 and 39. Defendants have acted swiftly to change the status of the Suit Plot, in collusion, behind the back of the Plaintiffs, in order to frustrate the rights of the Plaintiffs under the Suit Agreement. The Plaintiffs have now become aware that the Defendants are attempting to create third party rights in the Suit Plot, by executing a Tri-partite Agreement for the Suit Plot, and a copy of a Public Notice dated 14 August 2024 in respect of the Suit Plot, published in a regional newspaper Dhavte Navnagar. After becoming aware of the above Public Notice, the Plaintiffs immediately registered a Lis Pendens for the Suit Plot, and filed a copy thereof before the CIDCO. The Plaintiffs have also filed RTI Applications, seeking details of the Suit Plot and the proposed Tripartite Agreement from CIDCO, and the Plaintiffs have also filed their Objections and Complaints in respect thereof, and while the Plaintiffs have not received any details in respect of the Application for Tripartite Agreement. It is evident from the

above that the Defendants are acting to defraud the Plaintiffs and abusing the judicial process, so that they are able to give effect to their nefarious intentions. The Plaintiffs have filed this Application to pray that the Hon'ble Court be pleased to pass an Order under Order 39, Rule I of the Code of Civil Procedure, 1908, directing status quo on the Suit Plot, after review its impugned Orders dated 10 May 2024 and 03 September 2024, on the following grounds amongst others, that the Plaintiffs have a strong prima face case on merits against the Defendants, and the Plaintiffs shall suffer irreparable harm, loss, and prejudice, for which pecuniary compensation cannot provide adequate relief, if the Suit Property is not protected by the Hon'ble Court, whereas the Defendants shall not suffer any harm if a status quo is directed by the Hon'ble Court in respect of the Suit Property. The Plaintiffs have executed a proper and binding Suit Agreement with the Defendant Nos 1 and 5 in respect of the Said Plot, under which Agreement, the Defendant. Nos. 1 and 5 are obliged to transfer their rights in the Said Plot to the Plaintiffs. The Defendant Nos. 1 to 5 have acknowledged the existence and enforceability of the Suit Agreement in their sworn statement in their Written Statements filed in SCS 487 of 2012. The Defendants have also accepted valuable consideration from the Plaintiffs under the Suit Agreement, and therefore even they are very much aware that the Suit Agreement is specifically enforceable against them. The Defendant Nos. 1 to 5 are now acting in collusion with Defendant No. 6 to subvert the status of the Suit Property, such that to render the Suit Agreement as enforceable and undermine the rights of the Plaintiffs . The Suit Plot has been allotted by CIDCO

under the 12.5% PAP scheme in lieu of the acquired ancestral lands of the late Smt. Sulochana Deshmukh, the mother of Defendant Nos. 1 to 5, and Defendant No. 6, who is her brother-in-law, claimed to be protected tenant on the acquired lands. However, Defendant No. 6 specifically waived all his rights in the acquired lands and agreed to a compensation of Rs 8,000/- only, vide his letter dated 19 July 1990 to the acquisition authority, and therefore the Award of the Said Lands was issued in favour of the late Smt. Sulochana Deshmukh. On the basis of the Award, the late Smt. Sulochana Deshmukh approached Plaintiff No. 1 and executed an MOU in 2005 to sell the Suit Plot which was to be allotted by CIDCO in lieu of the acquired lands to Defendant No. 1, for valuable consideration, a part of which was paid to her at that time, rendering the MOU valid and enforceable. The MOU has subsequently been novated into the Suit Agreement. Subsequently the Suit Plot was allotted to the late Smt. Sulochana Deshmukh, and the Plaintiffs also paid the Lease premium. Unfortunately, even though Defendant No. 6 had specifically waived off all his claims in the acquired lands and in the Suit Plot, he filed SCS 487 of 2012 before this Hon'ble Court, where he claimed ownership of the Suit Plot, on the grounds of being a protected tenant in the acquired lands. The SCS 487 of 2012 was vigorously contested before this Hon'ble Court, and the Plaintiffs appeared before this Hon'ble Court and before the Hon'ble Bombay High Court, as the duly authorized representatives of Defendant Nos. 1 to 5, thereby further confirming that the Defendant Nos 1 to 5 had agreed to sell the Suit Plot to the Plaintiffs. The Hon'ble Bombay High Court passed an Order dated

06 December 2018 in CRA 441 of 2016, directing that a status quo be maintained on the Suit Plot till the disposal of SCS 487 of 2012. Even though SCS 487 of 2012 was withdrawn in 2002, the withdrawal was under Order 23 Rule 1(3) of the Code of Civil Procedure, and a fresh Suit 404 of 2022 was filed in lieu of SCS 487 of 2012. The SCS 404 of 2022, which is a continuation of the proceedings under SCS 487 of 2012, is still pending before this Hon'ble Court and therefore the Order of the Hon'ble Bombay High Court directing status quo on the Suit Plot is still valid and subsisting. The Plaintiffs shall be instituting suitable proceedings to club all the pending proceedings in respect of the Suit Plot before a single Court, for a consolidated hearing of the case and proper disposition of the rights of the parties in respect thereof. However in the necessary in the interests of justice this status quo be maintained on regard of the suit plot to prevent creation of third party interest. The Defendants have suddenly started acting in collusion to transfer the Suit Plot and thereby, frustrate the rights of the plaintiffs on the suit plot. The letter dated 08 April 2024 on behalf of defendants Nos, 1 to 5 to CIDCO whereon the Defendants have revoked these claim to the suit plot is actually an offence in the nature of 'fraudulently suffering decree for sum not due. It is very much evident from the above that the Defendants are acting in collusion to defraud the Plaintiffs and a present a false picture before this Hon'ble Court, and it is essential that they not be allowed to take benefit of such collusion, but actually be punished for the same. The Hon'ble Bombay High Court has held in WP 12237 of 2022 that a withdrawal of the Writ Petition shall not hamper the substantive rights of the Plaintiffs in the Suit Plot,

and that the Plaintiffs shall be entitled to initiate appropriate proceedings to enforce their rights against the Defendants. The present Suit are the appropriate proceedings in which the Plaintiffs can enforce their rights against the Defendants, and therefore the Plaintiffs have presented before this Hon'ble Court with this Suit and this Application under Order 39, Rule 1 of the Code of Civil Procedure, 1908. The Plaintiffs have an case against the Defendants, and are entitled to a Judgment, Order and Decree for specific performance of the Suit Agreement and an Order of the Hon'ble Court directing the Defendants to execute the necessary Tripartite Agreement for the Said Plot in favour of Plaintiffs. It is also essential that pending the hearing and final disposal of the present suit, status quo be maintained on the Suit Plot, and that no third party interests be created in the Suit Plot. The Plaintiffs had filed an Application at Exhibit 5 along with their Suit, but the same has not been heard due to the legal machinations of the Defendants, and therefore the Plaintiffs were forced to file repeated Applications for status quo under Exhibits 30 and 39, and now the present Application, on the grounds of imminent change in the nature of the Suit Plot. It has now come to the knowledge of the Plaintiffs that Defendant No. 6 has already executed an Agreement to Lease with CIDCO in respect of the Said Plot, and is in the process of executing a Tripartite Agreement transferring the Said Plot to third parties. The Plaintiffs have recently become aware of the attempt by Defendant No 6 to create third-party rights in the Suit Plot, after the filing of the Application at Exhibit 39. If any additional third party rights are created in the Suit Plot, then the Plaintiffs shall

suffer irrecoverable loss that cannot be compensated solely in through monetary compensation as the present Suit. If interim relief is not granted then the Defendants shall be able to defraud additional persons into investing in the Suit Plot, and the rights of the Plaintiffs in the Suit Plot shall be frustrated as becoming unenforceable. The Plaintiffs shall be forced to add the third-parties in the present Suit, and in all the other Suits pending in respect of the Suit Plot, thereby wasting valuable time and effort of the Hon'ble Court and of all the parties involved. The Plaintiffs are entitled to a **temporary injunction** restraining the Defendants, or their agents, servants, officers, and/or assigns from executing a Tripartite Agreement in respect of the Suit Plot, or creating any rights therein in favour of any third person. It is also necessary that the Hon'ble Court grant an **interim** and **ad-interim** injunction as above, such that the character and the status of the Suit Plot is not altered by the Defendants till the next date of hearing of the Suit, pending the hearing of the present Application, such that the Defendants do not deliberately delay the hearing, so as to alienate the Suit Plot in the meantime. The balance of convenience is also in favour of the Plaintiffs because Defendant No. 6 has apparently just executed an Agreement to Lease with CIDCO in respect of the Suit Plot, after 14 years of litigation, and is evidently in the process of executing a Tripartite Agreement with third parties, and if a temporary injunction is granted at this stage, it shall not prejudice the rights of the Defendants if the Suit is finally decreed in their favour. However, if the Suit is finally decreed in favour of the Plaintiffs, then any third party ownership or possession of the Suit Plot shall render the Final Decree to be a Paper Decree, which

cannot be enforced against the Defendants, and any enforcement against third persons shall lead to multiplicity of proceedings, and additional time and effort of all the Parties. They have not received certified copies. Hence they are filing online copies of the impugned Orders with this Application for Injunction and Review. Hence, they prayed that pending the hearing and disposal of the Plaintiffs Application at Exhibit 5 and also till the final disposal of the present Suit, the Hon'ble Court be pleased to **review** its impugned Orders dated 10 May 2024 and 03 September 2024 passed below Exhibit 30 and 39, and issue a **temporary** injunction restraining the Defendants, or their agents, servants, officers or assigns, from creating any third party rights in respect of the Suit Plot, and/or changing the characteristics and status of the Suit Plots in any manner that might cause reversible Injury to the rights of the Plaintiffs in the Suit Plot. Hence, he prayed the application be allowed.

3. To support his contention, the Ld. Counsel of the plaintiff placed reliance upon the reported judgment of Hon'ble Supreme Court, in **Pruthvirajsinh Nodhubha Jadeja V/a. Jayeshkumar Chhakaddas Shah and others**, reported in AIR Online 2019 SC 1172, wherein it has been held that the application filed by JCS for impleadment under Order 1 Rule 10 of the C.P.C. as plaintiff No.2 was allowed and entitled to continue the suit despite respondent No.2A to 2D having compromised the suit. He further placed reliance upon the reported judgment of Hon'ble Supreme Court in **Thomson Press (India) Ltd. V/s. Nanak Builders and Investors P.Ltd. and others**, reported in AIR 2013

Supreme Court 2389, wherein it has been held that the appellant is to be added a party defendant in the suit and he shall be permitted to take all such defences which are available to the vendor Sawhney.

4. The defendant filed his say at **Exh.57** and opposed the said application. The defendant No.6 is in possession of the suit plot since the year 1939. They submitted that, the plaintiff cannot file both review application and temporary injunction application together. The application below Exh.5 for temporary injunction is pending before the court. The plaintiff is not entitled to file a present application when earlier application for temporary injunction is pending. The Hon'ble Court has already rejected the application for grant of status quo below Exh.30 and 39 on 30/05/2024 and 03/09/2024. The present application is filed on 07/10/2024. Hence as per Article **124** of the Limitation Act, the review application is to be filed within 30 days from the date of the order, hence, the application is barred by law of limitation. Further, the Hon'ble High Court in Writ Petition No.12273/ 2022 and 14584/2022 had directed CIDCO to decide regarding the allotment of the plot. Then, on 08/08/2024, CIDCO has executed lease agreement with defendant No.6. Hence, the prayer sought by plaintiff in the suit has become infructuous. Further, the plaintiff has filed review petition in the Hon'ble High Court against the order of the High Court dated 29/04/2024. The application for rejection of plaint under Order 7 Rule 11 of Code of Civil Procedure is pending. Hence, present application is not maintainable. Hence, the present application not tenable and

liable to be rejected.

5. The following points arise for my determination and my findings thereon with reasoning are as follows :

<b>Sr.No</b>	<b><u>POINTS</u></b>	<b><u>FINDINGS</u></b>
1	Whether the plaintiff has prima-facie case for grant of temporary injunction in his favour ?	.... No.
2	Whether balance of convenience lies in favour of plaintiff ?	.... No.
3	Whether the plaintiff would suffer irreparable loss, if temporary injunction is not be granted in her favour ?	.... No.
4	Whether order dated 30/05/2024 below Exh.30 and 03/09/2024 below Exh.39 needs to be reviewed ?	.... No.
5	What order ?	...The Application is rejected.

### **REASONS**

#### **AS TO POINT NOS. 1 TO 3:-**

6. The plaintiff has to show that he has prima-facie case, that he would suffer irreparable loss if injunction not granted & the balance of convenience lies in his favour. The Hon'ble Supreme Court in **Dalpat Kumar V Pralhad Singh (AIR 1993 SC 276)** has observed that the phrases prima facie case, balance of convenience, and irreparable loss are words of width and

elasticity to meet myriad situations presented by man ingenuity in given facts and circumstances but they must always be hedged with a sound exercise of judicial discretion to meet the ends of justice.

7. Now, it is to be seen whether injunction can be granted against the defendants. The plaintiff claims that temporary injunction be granted against the defendants restraining them from creating third party interest in respect of the suit plot. The plaintiff has stated that the Hon'ble Bombay High Court has erroneously passed order in writ petition No. 14584 of 2022 dated 29/04/2024. On perusal of the order passed by Hon'ble Bombay High Court in writ petition No. 14584 of 2022 dated 29/04/2024, it is seen that, the writ was filed between defendant No.1 to 5 and 6 and thereafter, plaintiff had appeared as intervenor in the said writ petition. Thereafter, the division bench of Hon'ble Bombay High Court directed the respondent CIDCO to decide the allotment of the plot i.e. a suit property after hearing all the parties. The directions of Hon'ble High are mandatory. Thereafter, CIDCO after hearing all the parties passed order on 11/07/2024 and issued letter of allotment under 12.5% scheme in favour of defendant No.6. Thereafter, on 08/08/2024, Agreement to lease was registered between defendant no. 6 and CIDCO. The plaintiff has challenged the order passed by CIDCO on 11/07/2024 before Hon'ble Bombay High Court by filling Writ petition no. 12755/2024.

8. Now, the plaintiff is seeking injunction to restrain the

defendant no 6 from creating third-party rights in the Suit Plot, after the Application at Exhibit **39** was rejected by the court on 03/09/2024. It is well settled that interim relief can be granted in aid of & as ancillary to main relief sought by party. It is also well settled that the party who seeks injunction has to prove that he has a prima face case for trial. In the present case, the plaintiff has not pleaded in plaint regarding the allotment order passed by CIDCO in favour of defendant no. 6 on 11/07/2024 and execution of Agreement to lease dated 08/08/2024 that was registered between defendant no. 6 and CIDCO. The plaintiff has not pleaded regarding the relevant facts & subsequent events taken place in the present suit. These subsequent events have taken place during the pendency of the suit. Here, it is pertinent to note that a court cannot grant a relief which is not prayed, as pleadings are foundation to find out the real controversy between the parties. Hence, present application for temporary injunction is not maintainable. Hence, on this background, it is clear that plaintiff does not have a prima-facie case in his favour. The plaintiff has failed to prove a prima-facie case. Thus, balance of convenience does not lie in the favour of the plaintiffs. Accordingly, no irreparable loss will be caused to the plaintiffs, if injunction is not granted. The case laws relied upon by the plaintiffs in **Pruthvirajsinh Nodhubha Jadeja (supra) and Thomson Press (India) Ltd (supra)** are not applicable while deciding the said application as they are distinguishable on facts with the present case. Hence, point Nos. 1 to 3 are answered in the **negative** .

**AS TO POINT NOS. 4:-**

9. The plaintiff has sought review of the order passed below Exh.30 on 30/05/2024 and Exh.39 on 03/09/2024. However, perusal of both the orders passed below Exh. 30 and 39, there is no error apparent on record to review the said orders. The present application was filed on 07/10/2024. Article 124 of the schedule of Limitation Act states that, application for review is to be filed within 30 days of the date of order or decree. Hence, the present application for review is not tenable. Hence, the following order is passed.

**ORDER**

- 1] The application is rejected.
- 2] Costs in cause.

Date : 19.10.2024.  
Place: Panvel

( N. S. Kakade )  
3rd Jt. Civil Judge, Senior Division,  
Panvel.