

**ORDER BELOW EXH.5 IN RCS NO.237/2022**

01] The present suit is filed for specific performance, declaration and injunction. The plaintiff appeared before the court and filed an application for temporary injunction. He submitted for ad-interim exparte injunction against the defendant No.10 to 14. Hence, this application is filed. But, as Ld. Advocate for defendant No.10 appeared before the court and filed his say on status quo application, both parties are heard at length.

02] It is submitted by plaintiff that, plaintiff is proprietor of M/s. Navrang Enterprises and it is proprietorship firm. Plaintiff is bonafide purchasers of suit plot i.e. CIDCO file No.403, plot No.11A, Sector 10B, Ulawe, Tal. Panvel, area admeasuring 400 sq. meters against acquisition of land of original owner.

03] It is further submitted that, MOU dated 14/07/2014 was executed between defendant No.1 to 6, plaintiff and defendant No.7 to 9. Plaintiff and defendant No.1 to 6 entered into supplementary MOU dated 05/10/2016 admitting earlier MOU. The plaintiff has shown his readiness to pay additional amount Rs.32,00,000/- in the earlier decided amount of plot about Rs. 56,00,000/-. According to plaintiff, he has prayed Rs 69,28,000/- to the defendants. But, defendant No.1 to 6 have transferred suit plot in the name of defendant No.10 illegally without canceling agreement executed with the plaintiff. According to him defendant No.10 is trying to create third party interest in the suit plot on the basis of tripartite agreement. He further submitted that, defendant No.10 is developing suit plot and trying to sell the flats as well as shops on

the suit plot and also trying to create third party interest. Hence, he prayed for status quo against defendant No.10 to 14 atleast till the decision of temporary injunction application.

04] Ld. Advocate for defendant No.10 has filed his say submitting that, defendant No.10, 10/1 and 10/2 are not going to create any third party interest in respect of suit plot as well as the units constructed over suit plot till filing their reply on temporary injunction application. No harm or prejudice will be caused to plaintiff. The lease agreement was executed in favour of defendant No.1 to 6 in the 2015. Since the date of execution and registration of lease agreement, plaintiff failed to take action against defendant No.1 to 6 in respect of their alleged rights. Hence, he prayed for rejection of application.

05] Perused record. Heard Ld. Advocate for both parties. It appears from the record that, considering undertaking regarding not creating third party interest by defendant No.10, it is not necessary at this juncture to allow status quo application as parties are ready to proceed the temporary injunction application. Hence, the order-

**ORDER**

1. The application of status quo is not considered in view of undertaking given by defendant No.10 for not creating third party interest in the suit plot.
2. Parties to proceed with the temporary injunction application at the earliest.

Panvel

( A.A. Godse)

Dated : 12/08/2022

2<sup>nd</sup> Jt. Civil Judge, Sr. Dn., Panvel.