

MHRG040009312026 	Spl. C. S. No. 119/2026 Venkatesha Realty Llp Through Its Partners Shri Avinash Dagdu Jagdale & Ors Vs. Jijabai Shantaram Patil & Ors
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ORDER BELOW EXH. 51

01. Perused application and say. Heard Ld. Advocate for both parties. This application is filed by plaintiff for directing the defendants to maintain status quo in respect of suit plot.

02. Plaintiff filed this suit for specific performance of contract and for permanent injunction. It is pleaded by plaintiff that he is a registered LLP firm engaged in business of builder and developer. He pleaded that some of the defendants are original allottee and some defendants are heirs and legal representatives of original allottee. He pleaded that he is bonafide purchaser of suit plot i.e. plot no. 275, sector 3, Pushpak Nagar node, Tal- Panvel admeasuring 710 sq. mtr. He pleaded that he entered into memorandum of undertaking dt. 16/08/2024 with defendants in respect of suit plot and the consideration amount was paid by cheque. He further pleaded that thereafter MOU dt. 13/12/2025 was executed between him and defendant no. 1, 3, 4, 5, 7, 8 and 9 whereby these defendants agreed to give him their undivided share of 184 sq. mtr. He pleaded that till date he paid total consideration amount Rs. 1,20,00,000/- to defendants. He pleaded that he came to know that the defendants

are trying to create third party interest on suit plot on the basis of agreement to lease. He pleaded that he will suffer irreparable loss if third party rights are created in suit plot. Hence, he prayed for directing defendants to maintain status quo in respect of suit plot.

03. Defendants filed their say at Exh. 53 and strongly opposed application. They contended that the suit is false and not maintainable. They contended that they never received amount Rs. 1,20,00,000/-. They contended that plaintiff deceived them and obtained their signatures on the agreement dt. 16/08/2024 (wrongly mentioned as 13/08/2024) and therefore on the basis of said agreement status quo can not be granted. They contended that the plaintiff never paid amount as per the conditions of agreement dt. 16/08/2024. They contended that defendant no. 1 and 3 to 9 never executed agreement dt. 13/12/2025 with plaintiff. They contended that the agreements relied by the plaintiff are false and bogus. They contended that the plaintiff never paid amount to them by issuing 13 cheques. They contended that the persons mentioned in entry no. 12, 38 to 43, 45, 48 and 49 and the amounts mentioned before their names have no concern with defendants. They contended that the plaintiff prepared bogus documents. Hence, they prayed for rejection of application.

04. Plaintiff filed various documents along with list Ex.4. The plaintiff filed copy of memorandum of understanding dated 16/08/2024 which shows that this document is executed by all defendants in favour of plaintiff. Though it is contended by

defendants that plaintiff obtained their signatures on said document by playing fraud and by deceiving them, but they have not stated what type of fraud was played by plaintiff and how they were deceived. On the contrary it is admitted by defendants that they have made their signatures & thumb impressions on said document.

05. A receipt of payment of part consideration amount is attached with the MOU dated 16/08/2024 which bears signatures & thumb impressions of all defendants. However, it is contended by defendants that they have not received any amount but at the same time they argued that they received only Rs. 62,00,000/- till today. Plaintiff filed copies of cheques issued by him to defendants and his bank statement which shows that cheques issued by plaintiff were encashed by defendants. Thus there is prima proof that agreement in respect of suit property is executed between plaintiff & defendants and the part payment of consideration is also done by plaintiff.

06. It is argued by defendants that plaintiff has not shown readiness & willingness by performing his part of contract. They contended that plaintiff has not paid any amount to them as per agreement. However, plaintiff filed on record the letter to show that he issued letter to defendants in which he stated that he issued cheques in their names and given to Mr. Ankush Naik and also ready to pay through RTGS if they does not want the cheques. Defendants argued that cheques were given to mediator and they have not received cheques. But Mr Ankush Naik is husband of one of the defendant which shows that there is no merit in the contention of

defendants.

07. Defendants are relying on the authority of Hon'ble Supreme Court in *(2015) 8 Supreme Court Cases 695, Padmakumari Vs Dasayyan*, in which Hon'ble Supreme Court did not accept plaintiff's contention that question of payment of balance sale consideration would have arisen only after the defendants had discharged their part of contract i.e. after they had measured the suit scheduled property, as there was no such precondition. However, in the case in hand the MOU dated 16/08/2024 shows that the amount Rs. 56,80,000/- was already paid by plaintiff to defendants at the time of execution of MOU and the payment of second installment was fixed after execution of lease deed between defendants & CIDCO. The duty to execute lease deed was casted on defendants. The documents also shows that after execution of lease deed, the cheques were issued by plaintiff to defendants. Prima facie it shows readiness & willingness of plaintiff.

08. Plaintiff also filed copy of agreement dated 13/12/2025 which shows signatures & thumb impressions of defendant no. 1 & 3 to 9 and the receipt showing payment of amount Rs. 15,00,000/- is attached with it.

09. The prima facie case exist in favour of plaintiff. Plaintiff filed on record the copy of news paper dated 11/03/2026 in which advertisement calling objections of people was given by M/s Pruthvi Venture stating that they are going to execute tripartite agreement in respect of suit property. Defendants argued that said advertisement

is false and they have no concern with it. Defendants also filed two photographs which shows boards erected as fencing of suit plot mentioning names of Pearl & Ascons. It is argued by defendants that plaintiff entered into agreement with these companies in respect of suit plot and trying to construct on the suit plot. Plaintiff contended that these photographs are false and they have no concern with it. Perusal of these photographs shows that apart from address of suit plot nothing is mentioned on it relating to plaintiff. So also the advertisement in news paper also does not show the names of defendants. But said newspaper was published on 11/03/2026 after filing of this suit and it contains advertisement of execution of tripartite agreement of suit plot. Thus, prima facie it is clear that plaintiff will suffer irreparable loss if status quo is not granted. Hence, I pass following order.

ORDER

1. Both parties are directed to maintain status quo in respect of suit property, till further order.

Date : 02/05/2026
Place :Panvel

(R. Y. Khandare)
5th Joint Civil Judge; Sr. Div,
Panvel.