

At residing at (presently)

~~Dr. Ambedkar~~ Laxmi Cottage, Room No. 145

4th fl. / Dr. Ambedkar Road

Parel, Mumbai 400 012 (18)

Amendment carried out on

22/02/08 pursuant to the order Application No. 1057 of 06

passed on 30.10.2007 & per
condonation of delay granted

on 11.07.2008
Sgt. Adv. for pff

IN THE COURT OF SMALL CAUSES AT MUMBAI

MISC. APPLICATION No. 172 OF 2006

IN

R. A. E. & R. SUIT No. 368/1220 OF 1984

C. R. No. 36

19/02/08
22/2/08
J.C.

Judge
22/2/08

SMT. MANDAKINI SADANAND PEDNEKAR,)

Of Bombay, Hindu Inhabitant, residing at)

Shiladevi Chaurasia Chawl, Majasgaon Tekdi,)

Jogeshwari (East), Mumbai - 400 060.)

PLAINTIFF

VERSUS

SHANKAR PANDURANG GOGATE (deleted)..ORIG. DEFT.

1. SMT. SHAKUNTALA SHANKAR GOGATE,)

2. SHRI. ANIL SHANKAR GOGATE,)

3. SHRI. SUNIL SHANKAR GOGATE,)

4. SHRI. NITIN SHANKAR GOGATE,)

All residing at Room No. 11, Chawl No. 1,)

Dhananjay Sadan, Shiv Tekdi,)

Majas Village, Jogeshwari (East),)

Mumbai - 400 060.)

DEFENDANTS

APPLICATION BEFORE EXECUTION OF DECREE.

MAY IT PLEASE YOUR HONOUR

I, SMT. MANDAKINI SADANAND PEDNEKAR, The Plaintiff
above named, do hereby solemnly affirm and say as under:-

1. I say that the above suit filed by me for recovery of possession of the suit premises under the provisions of Bombay Rents, Hotel and Lodging House Rate Control Act, 1947. I crave leave to refer to and rely upon the papers and proceedings, when produced.
2. I say that the Honourable Court was pleased to pass a decree on 4/10/2005. Hereto annexed and marked EXHIBIT "A" is copy of the Judgement dated 4/10/2005 passed by the Honourable Court. I say the decree dated 4/10/2005 is passed against the Defendants to deliver vacant and peaceful

presented
today on

3.5.06

मं. सं. पेडनेकर

a



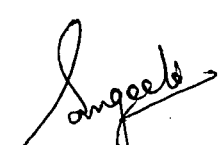
possession of the suit premises to the Plaintiff, with further direction to Plaintiff to give notice to the Defendants before execution of the decree.

3. I say that the Honourable Court was pleased to pass further order that Defendants to pay monthly rent for three years from the date of notice.
4. I say that the relief's prayed for are not granted irreparable loss, harm and damage would be caused to the me which cannot be compensated in terms of money. I say that balance of convenience is also in my favour. I say that no harm, loss and damage would be caused to the Defendants if the relief's as prayed for were granted.
5. I therefore pray that:-
 - (a) That the Plaintiff be allowed to execute decree dated 4/10/2005 passed by the Honourable Court.
 - (b) Cost of this application.
 - (c) For such other and further relief's, orders and directions of this Honourable Court may deem fit and proper and as the nature and circumstances of the case may require.

Solemnly affirm at Mumbai)
Dated this 19th day of April 2006)
Identified by me:-

म. सं. मेहणेकर

Before me


Advocate for the Plaintiff

ATTESTED BY ME

19-4-06
NOT. TRANSLATED

reaffirmed at Mumbai
~~reaffirmed at Mumbai~~
Dated this 22nd February '08

म. सं. मेहणेकर

before me
Ply


Adv. for Ply

19/02/08
22/2/08
J.C.
C.R. 36

permea the composition
The debt proved was
upper against order
purat by this court
regarding this order
for setting aside
ex-ante decree.
The debt is proven
His adv. absent.
No story given
and will
Hence no file
later extension
is made
absolute.


JUDGE
C.R. 36
08/03/11