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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER NO. 103 OF 2025
WITH
INTERIM APPLICATION NO. 1771 OF 2025**

Hiroo Tuljaram Shahani ... Appellant/Applicant

Vs.

M/s. Raymond Realty (Ten X) ... Respondents
and Others

Mr. Aseem Naphade a/w. Mr. Omar Khaiyam Shiakh for the
Appellant/Applicant.

CORAM : GAURI GODSE, J.

DATE : 17th FEBRUARY 2025

ORDER :

1. Heard learned counsel for the appellant.
2. Arguable points are raised. Hence, Admit.
3. In addition to court notice, learned Advocate for the appellant to serve the respondents by private service and file service affidavit.
4. Learned counsel for the appellant on instructions submits that the appellant is in the process of filing application for adding remaining co-sharers as party defendants in the suit.
5. Learned counsel for the appellant submits that the appellant

apprehends that an agreement for permanent alternate accommodation shall be executed in favour of defendant nos. 3, 4, 5, 6 and 7 who claim only tenancy rights through the original tenant. He therefore submits that ad-interim relief in terms of prayer clause (b) may be granted at this stage.

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6. Rule on interim relief in terms of prayer clause (b) to (e).
7. In addition to court notice, learned counsel for the applicant to serve the respondents by private service and file service affidavit before the next date.
8. Notice is made returnable on 9th June 2025.
9. In view of the rights claimed on behalf of the appellant, during the pendency of the application, there will be ad-interim relief in terms of prayer clause (b).

[GAURI GODSE, J.]