

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

APPEAL FROM ORDER (ST) NO. 10903 OF 2026
WITH
INTERIM APPLICATION (ST) NO. 11265 OF 2026

Rakesh Kashinath Mitkari

Appellant

.. (Org. Plaintiff)

Versus

Pandharinath Namdeo Bhunde & Ors.

Respondents

.. (Org. Defendants)

-
- Mr. Prafulla B. Shah i/by Mr. Kavyal P. Shah, Advocates for Appellant

.....
CORAM : MILIND N. JADHAV, J.

DATE : APRIL 17, 2026

P. C.:

1. Not on board. Mentioned by way of filing a praecipe dated 17.04.2026.
2. Heard Mr. Shah, learned Advocate for Appellant.
3. For the sake of convenience, the parties shall be referred to in terms of their status before the Trial Court.
4. Appellant - Plaintiff has entered into a Memorandum of Understanding (MOU) dated 02.09.2021 under which suit property was purchased by him for a total consideration of Rs. 1,15,00,000/-. Admittedly over a period of time, Plaintiff has paid Rs. 1,06,00,000/- to the Defendants out of the total consideration which position is accepted by Defendant No. 1 as noted by Trial Court in Exh. 5 order.

Plaintiff filed the Suit seeking specific performance and made submission that he was ready and willing to pay the balance consideration of Rs. 9,00,000/- also. However while passing the order, learned Trial Court has returned a finding to the effect that Defendant No. 1 has candidly accepted the fact of receiving Rs. 1,06,00,000/- from the Plaintiff but Trial Court has noted in paragraph No. 20 of Exh. 5 order that Defendant No. 1 has returned back the amount of Rs. 36,00,000/- out of the aforesaid amount received by him to the Plaintiff and Defendant No. 1 has also made a statement before the Trial Court which is recorded to the effect that he is ready and willing to return back the entire balance amount to the Plaintiff. In the interregnum, Defendant No. 1 has already entered into a registered agreement with a thirty party i.e. Respondent No. 3.

5. In view of the above, apart from the aforementioned disputed facts question would arise in respect of validity and enforceability of the MOU between the parties. In that view of the matter, request is made by Mr. Shah to pass *status quo* order so that the subject property is not further dealt with either by Defendant No. 1 or Defendant No. 3.

6. Though the aforesaid request made by Mr. Shah which can be accepted, I am inclined to issue notice to the Respondents. Hence, issue notice to the Respondents made returnable on 07.05.2026.

Humdast permitted. In addition to Court's notice, Appellant is directed to serve copy of the A.O. and Interim Application along with copy of this order on the Respondents and inform them about the next date of hearing by any permissible mode of service and file appropriate affidavit of service with tangible proof thereof on or before the next date.

7. After receiving the notice, Respondents to file affidavit-in-reply within a period of two weeks from today with an advance copy to the Advocate for Appellant. Rejoinder if any shall be filed within one week thereafter.

8. In the meanwhile, Defendant No. 3 and / or Defendant No. 1 shall not create any further third party rights in respect of the subject property in view of the aforesaid facts and circumstances which are noted by this Court.

9. All contentions of parties are expressly kept open to be agitated before this Court on the next adjourned date.

10. Stand over to **7th May, 2026.**