

MJ Jadhav

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
APPEAL FROM ORDER (ST) NO. 27560 OF 2025
WITH
INTERIM APPLICATION (ST) NO. 27561 OF 2025
IN
APPEAL FROM ORDER (ST) NO. 27560 OF 2025**

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Vijay S. Parekh Thr. LRS Bina V. Parekh And ... Appellants
Others

Vs.

Dipak S. Parekh And Another ... Respondents

Mr. Mayur Khandeparkar a/w Kaustubh Patil a/w Dixit Parmar for the
Appellants.

Mr. Vishal Pattabiraman i/b Jayesh Mestry for the Respondents.

CORAM : GAURI GODSE, J.

DATED : 18th AUGUST 2025

**ORDER:
APPEAL FROM ORDER (ST) NO. 27560 OF 2025**

1. Arguable points are raised. Hence, admit.
2. Mr. Vishal Pattabiraman and Mr. Jayesh Mestry waive notice for the Respondents.

INTERIM APPLICATION (ST) NO. 27561 OF 2025

3. Rule on interim relief in terms of prayer clauses (a) to (f) is made returnable on 11th November 2025.

4. There is no dispute that the land which is developed was originally purchased by the parties by a document where the defendants were shown 15% owners and plaintiffs were shown 85% owners. However, in the development agreement the developer had agreed to hand over constructed area of 42.5% together to the parties. The dispute has arisen between the parties with regard to the division of the constructed area and more particularly the suit flat i.e., Flat No.B-301. The defendants are admittedly residing in Flat No.B-302, which is adjoining to Flat No.B-301.

5. Considering the dispute between the parties and the original ownership in the land, the plaintiffs claimed that they would be entitled to 85% share in the suit flat as against this the defendants claimed that the suit flat would come to the share of defendants and they are using it.

6. Considering the original ownership of the parties and the dispute regarding distribution of the constructed area, prima facie, the plaintiff's right in the suit flat cannot be denied. Admittedly, even in the society record both the parties are shown as members in respect of the suit flat.

7. Hence, during the pendency of the application, there will be ad-interim relief in terms of prayer clauses (a) and (d).

8. It is clarified that since the defendants are residing in adjoining Flat No.B-302, the appellants (plaintiffs) shall not enter the defendants' Flat No.B-302.

9. Considering the nature of the dispute and the relationship between the parties, despite admission of the appeal and grant of ad-interim relief, the parties are at liberty to explore possibility of an amicable settlement.

(GAURI GODSE, J.)