



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 6843 OF 2026
IN
SUIT (L) NO. 6791 OF 2026

Andheri Girls Education Society, Through Its Chairman,

Manish K. Ajmera

...Applicant/Plaintiff

Versus

Kamla Homes And Lifestyles Pvt Ltd

..Respondent/Defenant

Mr. Anosh Sequeira a/w Mehak Shah, Sakina Electricwala, Mihir Poojary i/b
Avyaan Legal for Applicant/Plaintiff.

Mr. Dhishan Kukreja a/w Ms Chandni Sabnani i/b Mr. Suraj Dube for Defendant
No.1.

Mr. Dikshak Soni for Defendant No.2 society.

Mr. Sunil Khandagale i/n Ms Komal Punjabi for Respondent Nos.3 & 40BMC

CORAM : ARIF S. DOCTOR, J.

DATE : 6th APRIL 2026

P.C.

1 The issue at hand pertains to the construction of the compound wall
between the plot of which the Plaintiff claims to be entitled and the plot on
which the development is being carried out by Defendant No.1.

2 After the said compound wall was demolished, the Plaintiff and
Defendant No.1 had entered into a Memorandum of Understanding (MOU)
dated 5th August 2024. Clause (D) of which reads as follows:

"D. The Parties herein agree and confirm that to avoid any boundary



dispute between them in future, they have decided to demolish the existing Compound Wall ("Compound Wall") between the Plot and Adjacent Plot, and to reconstruct in its place a new Compound Wall, on the same place and of the same thickness that was previously standing on site. Hereto marked at annexed at "Annexure A" are the measurements of the thickness of the compound wall and the open spaces which shall be maintained."

3 The construction of the compound wall was thereafter commenced by Defendant No.1. However, it is the case of the Plaintiff that the said construction was not been carried out in terms of the MOU and thus the Plaintiff had addressed a communication dated 17th September 2025 calling upon the Defendant No.1 to stop the construction of the compound wall. It is not in dispute that on the receipt of the said communication, the Defendant No.1 has stopped the construction of the compound wall.

4 This Court by its previous order dated 30th March 2026 noted that an independent architect could be appointed to ascertain whether the construction of the compound wall was in terms of the MOU entered into between the parties. Since on that date Defendant No.1 was not present for want of notice, the matter was placed today.

5 Both learned counsel did not have an objection to this Court appointing Mr. Amol Shetgiri for the purposes of ascertaining whether the compound wall was being constructed as per the MOU. I, therefore, appoint Mr. Amol Shetgiri, as the Architect/ Surveyor to submit a report to the Court after verifying whether the compound wall as constructed by Defendant No.1 was been constructed, in terms of the MOU. Needless to state that for this purpose, Mr. Shetgiri would be provided a copy of the MOU alongwith Annexure-A. All rights and contentions



of the parties would be expressly kept open. This exercise is for the benefit of the Court.

6 Both sides are permitted to make a brief written representation to Mr. Shetgiri which shall be done so within a period of one week from today. Mr. Shetgiri shall take the same into consideration while carrying out the exercise of submitting a report. Mr. Shetgiri is requested to submit a report within a period of one week from the date on which both sides submit the representations to him.

7 Needless to state that Mr. Shetgiri shall proceed in his discretion on the basis of the MOU and plan that is placed on record. For this purpose, Mr. Kapadia submitted and he was correct that Mr. Shetgiri would have to physically ascertain from the site in question where the wall stood. Mr. Shetgiri therefore, ensure that the site is visited and inspected personally.

8 Stand over to 27th April 2026.

[ARIF S. DOCTOR, J.]