

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO. 7007 OF 2022
IN
COMM. EXECUTION APPLICATION (L) NO. 7001 OF
2022**

Pramila Ramesh Gada and Ors. ...Applicants

In the matter between

Pramila Ramesh Gada and Ors. ...Judgment Creditors
(Orig. Plaintiff)

Vs.

Versatile Buildcon Pvt. Ltd. & Ors. ...Judgment Debtors
(Orig. Defendants)

Mr. Shanay Shah a/w. Mr. Bhavin H. Gada a/w. Mr. Dhaval
Visawadia i/b. Harakchand and Co., for the Applicants /
Judgment Creditors / Decree Holders.

Mr. Mangesh Bansod i/b. M/s. Law Loyals, for the Defendant
Nos.1, 4 and 5.

**CORAM : MANISH PITALE, J.
DATE : 2 AUGUST 2023**

P.C.

. Heard learned counsel for the parties. By this application,
the applicants / decree holders are pressing for grant of ad-interim
reliefs. It is specifically stated that defendant Nos.1, 4 and 5 have
defaulted and they have failed to abide by the undertakings given
to this Court as per consent terms executed between the parties.

It is submitted that the suit was disposed of as per consent terms by order dated 5/5/2021. The learned counsel appearing for the applicants invited attention of this Court to the consent terms and the manner in which the said defendants have failed to abide by their obligations under the consent terms.

2. An affidavit alongwith certain documents is tendered on behalf of the applicants, copy of which is served today on the learned counsel appearing for the said defendants. The applicants are at liberty to file the said affidavit in this Court within one week from today.

3. The learned counsel appearing for the aforesaid defendants is not disputing the fact that there have been defaults on the part of said defendants. It is specifically stated on behalf of the applicants that as on today, the said defendants are in arrears of Rs.83,98,484/-, if the clauses of consent terms are to be taken into consideration.

4. It is further brought to the notice of this Court that in the consent terms it is recorded that in the event the defendants defaulted, the Court Receiver could be appointed for execution of the consent terms. It is further urged on behalf of the applicants that despite undertakings given in the consent terms, the said defendants have proceeded to create third party rights in so far as Flat No.1301 on the 13th floor is concerned and therefore, urgent

interim directions are required to restrain the said defendants from creating third party rights in respect of flat on the 14th floor. It is further submitted that the said defendants have failed to bring occupation certificate in respect of Floors 1 to 11 of the building in question and there is nothing brought on record to indicate as to what steps have been taken by the defendants in that regard. The learned counsel appearing for the said defendants submits that grant of occupation certificate is round the corner, as all compliances have been ensured by the said defendants. In so far as amounts due as per the consent terms are concerned, it is submitted that certain amounts are indeed due, although instructions would have to be taken as regards realisation of the amount on behalf of the applicants. In view of the fact that there are admittedly defaults committed by the aforesaid defendants, this Court is of the opinion that specific ad-interim directions deserve to be granted in the facts and circumstances of the present case till the next date of listing.

5. In view of the above, there shall be ad-interim relief in terms of prayer clause (b), which reads as follows:

(b) that pending the hearing and final disposal of the Execution Application, the Court Receiver, High Court, Bombay be directed to issue an Order and direction to the Judgment Debtors 1, 4 and 5 to disclose on oath all their assets and properties,

movable and immovable.

6. The disclosure affidavit shall be placed on record within two weeks from today.

7. This Court is of the opinion that appropriate order to restrain the said defendants from creating third party rights in respect of the flat on the 14th floor deserve to be granted. Accordingly, defendant Nos.1, 4 and 5 are restrained from creating third party rights in respect of Flat No.1401 on the 14th floor of the building in question.

8. In view of the admitted position that amounts are indeed due to the applicants as per the consent terms, while the said defendants may verify the claim of the applicants as regards the exact amount due as per the consent terms, within four weeks from today, the defendant Nos.1, 4 and 5 shall pay amount of Rs.70 Lakhs to the applicants.

9. List the application for further consideration on 8/9/2023, to be included in the supplementary list.

MANISH PITALE, J.