

between the Plaintiffs and Defendant Nos.1,4 and 5. It is executed on 30th April, 2021 in the Commercial Suit No.625 of 2017.

4. This Court as per the order dated 2nd August, 2023 was pleased to grant ad-interim relief in terms of prayer clause (b) to submit disclosure affidavit. Today, its copy is given to other side. Let it be filed in the Office. The affidavit is filed only by Judgment-Debtor No.4. It is not filed by Judgment-Debtor No.1 - Company and another director No.5. It is submitted that all their documents are annexed to the present disclosure affidavit. However, let them file separate disclosure affidavit.

5. It is true that already the Defendants are restrained from creating third party interest in respect of flat on the 14th floor and also in respect of flat No.1401 on 14th floor.

6. There is a submission made that transit rent accommodation from July to December - 2023 be paid within 10 days at the rate of Rs.80,000/- (Rupees Eighty Thousand) per month. There is also submission that occupation certificate will be obtained before Diwali so far as construction upto 11 floors are concerned. My attention is invited on behalf of the plaintiff to the table at Para No.9 of the affidavit in support of the Application. Three Judgments-Debtors have agreed to pay

Rs.91,00,000/- upto 31st March, 2022 by way of compensation. Interest is also agreed. Out of them, only Rs.25,00,000/- are paid.

7. Be that it may, if they want to pay certain amount irrespective of the headings, they can certainly pay the amount within 10 days. This will be without prejudice to the rights of the Judgment-Creditors.

8. So, stand over to **16th October, 2023**. To be listed at **2.30 p.m.**

9. Let Judgment-Debtor Nos.4 and 5 to remain present. At least, if these directions are not complied including the payment and disclosure affidavit, Court will be compelled to pass deterrent orders on that date. Let payments be made within 10 days and it should not be happen that payment is differed by issuing post dated cheques.

[S. M. MODAK, J.]