

HARSHADA H. SAWANT
(P.A.)

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

INTERIM APPLICATION (L) NO.8870 OF 2026
IN
SUIT (L) NO.8865 OF 2026

Chicky Brown (alias K.P. Singh)

.. Applicant

IN THE MATTER BETWEEN

Chicky Brown (alias K.P. Singh)

Applicant (Orig.
.. Plaintiff)

Versus

Vijay Raju Kumar and Ors.

.. Defendants

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- Mr. Kunal Dwarkadas, Mr. Rahul Deshpande, Mr. Parag Sharma, Ms. Parichehr Zaiwalla, Ms. Ishita Desai, Advocates i/by BLAC Co. for Applicant / Plaintiff.
- Mr. Sandeep D. Shinde, Advocate i/by Mr. Mrunal Pandya for Defendant No.4.

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CORAM : MILIND N. JADHAV, J.

DATE : APRIL 01, 2026

P.C.:

1. Heard Mr. Dwarkadas, learned Advocate for Applicant / Plaintiff and Mr. Shinde, learned Advocate for Defendant No.4.

2. At the outset, in the gross facts and circumstances of present case and in the exigency mentioned by Mr. Dwarkadas, the Cooperative Housing Society in which the Suit flat is situated is permitted to be impleaded as party – Defendant in the suit proceedings. Considering the *lis* in the matter the request made by Mr. Dwarkadas for impleadment stands allowed. The Cooperative Housing Society be impleaded as Defendant in the suit proceedings. Necessary

amendment is permitted to be carried out within a period of one week from today. Reverification stands dispensed with. Department shall allow the same to be complied with.

3. Mr. Dwarkadas draws my attention to the averments made in the Suit plaint in paragraph No.43 onwards which are *prima facie* backed by substantive documents which are appended to the suit plaint, *inter alia*, with respect to actions of Defendant Nos.1 and 2 in seeking entitlement to the suit flat of the Plaintiff by fraudulent means. The representation by said Defendant Nos.1 and 2 to the Bank and steps taken by the Bank for execution and registration of the Mortgage of the suit flat have all been documented notwithstanding the fact that the Plaintiff is in possession of the suit flat since inception i.e. from the year date of purchase - 1988 till date. Mr. Dwarkadas would submit that Plaintiff has been paying the maintainence and taxes of the Society all throughout from the year 1988, till today.

4. He would submit that Defendant Nos. 1 and 2 made Application for borrowing from the Bank impersonating on behalf of Plaintiff in the year 2008 and deposited Title Deeds for availing the loan. However, Plaintiff is completely unaware about the same.

5. Submission are also made by Mr. Dwarkadas on the veracity of the documents relied upon by Defendant Nos. 1 and 2 of the flat for securing the loan, which *prima facie* according to Plaintiff are forged

and fabricated. Some of these documents are issued by the Society. There are two sets of rival Share Certificates. Hence Society is impleaded as Defendant and is expected to clarify the position.

6. In view of the gross facts in the present case which are delineated in paragraph Nos.43 to 68 of the Suit Complaint and after perusing the documentary evidence, *inter alia*, with respect to different Share Certificate produced by Defendants contrary to the share certificate produced by Plaintiff and the Mortgage Deed, several questions arise for seeking an answer including that of due diligence of the concerned Bank while executing the mortgage.

7. Hence, issue notice to Defendants.

8. Humdast permitted. In addition to Court's notice, Applicant / Plaintiff is directed to serve the Defendants a copy of this order, amended Suit and Interim Application and inform about the next date of hearing by any permissible mode of service and file appropriate affidavit of service with tangible proof thereof.

9. Defendants are directed to file their Reply within a period of two weeks from today and serve copy of the same in advance. Rejoinder, if any to be filed within a week thereafter.

10. In view of the aforesaid reasons, ad-interim relief is granted in terms of prayer clauses (c) and (d) of the Interim Application.

11. Mr. Dwarkadas persuades the Court that in the facts of the present case, the licensee inducted by Plaintiff was occupying the flat and he has vacated the same. He would submit that the said flat was the only means of livelihood and income for the Plaintiff and the Plaintiff's livelihood was dependent upon the licensee fee which she received after letting the said flat on leave and license. He therefore persuades the Court to grant prayer clause (b) also. The request made by Mr. Dwarkadas shall be considered on the next adjourned date.

12. Defendants shall enter their appearance either through themselves or through Pleaders and file their Reply and apprise the Court about the same on the next adjourned date.

13. Stand over to **22nd April 2026**.

H. H. SAWANT

[MILIND N. JADHAV, J.]

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by HARSHADA
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