

HARSHADA H. SAWANT
(P.A.)

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

INTERIM APPLICATION (L) NO.10615 OF 2026
IN
SUIT (L) NO.10606 OF 2026

Giri Residency Co-Operative Housing Society Applicant
Ltd. And Anr. .. (Org.Plaintiff)

IN THE MATTER BETWEEN:

Giri Residency Co-Operative Housing Society
Ltd. And Anr. .. Plaintiffs

Versus

Girilal & Co. and Ors. .. Defendants

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- Mr. Dinyar D. Madon, Senior Advocate a/w. Mr. Vivek Shiralkar, Ms. Yashoda Desai, Mr. Vijay Poojari, Advocates i/by M/s. Shiralkar & Co. for Applicants / Plaintiffs.
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CORAM : MILIND N. JADHAV, J.

DATE : APRIL 01, 2026

P.C.:

- 1.** Not on Board. Mentioned by way of filing praecipe dated 01.04.2026. Perused the praecipe.
- 2.** Heard Mr. Madon, learned Senior Advocate for Applicants / Plaintiffs.
- 3.** He represents and espouses cause of members of Society residing in the two buildings on the suit plot. The third building is a tenanted building which belongs to the landlord/Promoter. The landlord has conveyed the tenanted building and appurtenant area thereto to Defendant No.4.

4. Mr. Madon infact would clarify that he has conveyed land below Society's building also to Defendant No.4 as part of the said conveyance. He would submit that such an action on part of the Promoter who has constructed the Society building jeopardises the substantive right of the flat purchasers who are otherwise entitled to conveyance under their MOFA Agreements. He would also submit that in the meanwhile, Plaintiff - Society applied for Deemed Conveyance but withdrew the said Application due to discrepancy in area which was mentioned in the Application but liberty was granted to Society to file for fresh Deemed Conveyance also.

5. He would submit that Defendant No.4 has purchased 7 flats in the Society Building. Total number of members in the two buildings of Society are 40. The apprehension expressed by Mr. Madon is that in view of the conveyance of the tenanted building and entire land to Defendant No.4, Defendant No.4 may now attempt to redevelop the entire property to the detriment and prejudice of the members of the Society who are infact awaiting conveyance under their registered MOFA Agreements. He would persuade the Court to pass ad-interim relief rather *ex parte* ad-interim relief in terms of prayer clause (a) of the Interim Application to protect the substantive right of the members of the Society that Defendants shall not create any further third party rights.

6. However such a relief can only be passed after hearing Defendant No.4 as also other Defendants.

7. Hence, in view of the above an arguable case has been made out by Mr. Madan for issuance of 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, Suit and Interim Application forthwith 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. All Defendants shall file their Affidavit-in-Reply and apprise the Court what steps they would be taking against Plaintiff to allay apprehension of Plaintiff.

10. Liberty to apply.

11. Stand over to **15th April 2026**. To be placed under the caption '**For Directions**'.

12. Praecipe is disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

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