



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.19397 OF 2021
IN
SUIT NO.263 OF 2023
WITH
INTERIM APPLICATION (L) NO.12270 OF 2026
IN
SUIT NO.263 OF 2023
WITH
INTERIM APPLICATION (L) NO.36216 OF 2022
IN
SUIT NO.263 OF 2023

Nergish Irani & Anr.Applicants/Plaintiffs
Versus
Ajaykumar Garg & Anr.Defendants

WITH
INTERIM APPLICATION NO.5230 OF 2025
IN
SUIT NO.263 OF 2023

Shamsunder AgarwalPlaintiff
Versus
Nergish Irani & Anr.Defendants

Mr. Archit Jayakar *a/w. Dhvani Parekh i/b. Jayakar & Partners, for Plaintiff.*

Ms. Shreya Jha *a/w. Sunil Gangan, Swapnil S. & Manav Chetwani i/b. RMG Law Associates, for Respondent No.2.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 24, 2026

**ORDER :**

1. The Applicants/Plaintiffs have filed the present Suit seeking to challenge the validity of a registered Conveyance Deed dated November 12, 1998, along with other ancillary agreements vide which the Defendant Nos. 1 & 2 became the owners of the building named 'Gazdar House' along with the land admeasuring 1922.71 sq. mtrs. situated at Warden Road (*"Suit Property"*). The Applicants case is that they are the tenants in 'Gazdar House'. The Respondents have filed RAE Suit No. 1192 of 2021 and RAE Suit No. 1193 of 2021 seeking eviction of the Applicants.

2. Strictly without prejudice to the rights and contentions of the Respondents in (i) RAE Suit No. 1192 of 2021 and RAE Suit No. 1193 of 2021 pending before the Hon'ble Small Causes Court; and (ii) Interim Application No. 5230 of 2025 filed by Respondent No. 2 seeking rejection of Plaint under Order 7 Rule 11 on the grounds specified in the application, the present Interim Application can be disposed of on the following terms and conditions:

(i) Considering the Applicants' claim that the flats are not in habitable condition, the Respondents are hereby permitted to carry out certain minimal tenantable repairs as listed out by the Applicants in Annexure "A" hereto.

(ii) The Applicants undertake to this Court that they will not carry out any other repairs other than those specified in Annexure "A" hereto and the same are tenantable in nature.



(iii) The Applicants undertake to this Court that they will not carry out any structural changes whatsoever, including any change of any permanent nature in the said flats. No work shall be carried out between 1.30 p.m. and 3.30 p.m. on any working day and work shall also not be carried on Sundays.

(iv) The Respondents shall be at liberty to inspect the flats with reasonable advanced notice in order to ensure that no unauthorized work is being carried out.

(v) The Applicants shall submit a certificate of an architect post completion of the work to the Respondents certifying that the repairs are in conformity under Annexure 'A' and no substantial changes have been made.

(vi) The work shall be completed within a period of six months.

(vii) The entire work will be carried out by the Applicants at their risks and costs.

(viii) This order is merely a *pro tem* arrangement and confers no right or equity in favour of either Party.

3. This order shall not be used and/or be referred by any of the parties or any other occupants/tenants of the suit building before any collateral proceedings, especially the pending suits before the Small Causes Court or any other court and the same shall not be a precedent.



4. Parties are at liberty to apply in case of any difficulty or compliance of the order.

5. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]