

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

INTERIM APPLICATION NO.2136 OF 2024
IN
EXECUTION APPLICATION NO.2465 OF 2024

Niwara Co-operative Housing Society Limited ...Applicant
V/s.
Vastukala Developers ...Respondent

WITH
EXECUTION APPLICATION NO.2465 OF 2024
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INTERIM APPLICATION NO.2136 OF 2024
IN
EXECUTION APPLICATION NO.2465 OF 2024

Mr. Niranjan Kandade i/b Nandu Pawar, Advocate for the Applicant.

CORAM : ABHAY AHUJA, J.
DATE : 3rd JULY, 2025

PC. :

1. Mr. Kandade, learned Counsel appears for the Applicant and submits that despite the service none appears nor any payment of the outstanding arbitration award has been made and that this Court may direct disclosure against the Respondent in terms of prayer Clause (A), which reads thus:-

“(A) the Hon’ble Court may be pleased to direct the Respondent to file an affidavit stating the particulars of movable and immovable properties and assets of the Respondent which may be sufficient enough to satisfy claim of the Applicant as per the Award”.

3. None appears for the Respondent.

4. Having heard the learned Counsel and having considered his submissions, this Court is of the view that disclosures in terms of the prayer Clause (A) be granted.

5. Let disclosure affidavit on oath in terms of prayer Clause (A) be filed within a period of four weeks. Let copy of this order be served upon the Respondent and an appropriate affidavit of service be filed by the next date.

6. List on **31st July, 2025.**

(ABHAY AHUJA, J.)