

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

**INTERIM APPLICATION NO. 3411 OF 2025
IN
EXECUTION APPLICATION NO. 2407 OF 2026**

JYOTSNA ASHOK VERNEKAR AND OTHERS)...APPLICANTS

V/s.

AAVISHKAR CONCREAL PVT. LTD. AND ANR.)...RESPONDENTS

Mr.Abhishek Karnik a/w. Mr.Aseem Naphade, Ms.Ruchi Ambetkar i/by
Mr.Shivaji Masal, Advocate for the Applicants.

Mr.Anand Pai a/w. Mr.Deepak Chitnis and Mr.Sahil Sayyed and
Ms.Lavanya Panicker, Advocate for the Respondents.

CORAM : ABHAY AHUJA, J.

DATE : 4th MAY 2026

PC. :

1. This matter was mentioned in the morning session on the apprehension that the injunction granted by this Court on 20th August 2025 has been breached or is being breached as the Respondent no.1 – developer has on 19th April 2026 come up with advertisements for the sale of units/flats in its project at Chembur by the name of Keshav Kohinoor which also includes commercial building despite an injunction of this Court.

2. This matter was kept back in the morning session as Mr.Chitnis, learned Counsel appearing for the Respondent no.1, had sought some time to take instructions to make a statement that the advertisements were not in respect of the commercial building in respect whereof the Respondents are bound under the consent terms dated 3rd October 2019.

3. When the matter is called out in the afternoon session, Mr.Anand Pai, learned Counsel, appears for the Respondent no.1 along with Mr.Deepak Chitnis and submits that since there are no permissions as yet, it would not be possible to make any statement, however, submitting that the Respondents are committed to granting 7107.75 sq.feet in terms of Clause (11) of the Consent Terms dated 3rd October 2019 and also since there are no further permissions, it is not possible to identify the floor or the units that would be the subject matter of the injunction granted on 20th August 2025.

4. Mr.Karnik, learned Counsel appearing for the Applicant has once again tendered across the bar copies of advertisement submitting that the units are being sold at the rate of Rs.44,000/- per sq.foot and that unless this Court directs that the monies collected from the date of advertisement are deposited in the Court to the extent of the value of

7107.75 sq.feet in terms of Clause (11) of the Consent Terms dated 3rd October 2019, there would be grave injustice caused to the Applicant, as at the end of the entire exercise, the Respondent no.1 would come to Court and say that he does not have any property to convey to the Applicant.

5. Although the matter is not on board, the same is taken on board, considering the urgency and the anxiety expressed in the matter.

6. Having heard the learned Counsel and having considered the submissions, in the light of the advertisements tendered across the bar and submissions made, this Court is of the view that the Respondents, in addition to the injunction that has been granted in terms of the prayer clause (c) to the Interim Application on 20th August 2025, be directed to deposit all the monies in the Court that they have received from the date of this advertisements viz. 19th April 2026 till date within a period of two weeks and thereafter within a period of two weeks file and serve an Affidavit in this regard.

7. List as per schedule on **30th June 2026**.

8. Liberty to apply in case of any default or difficulty.

(ABHAY AHUJA, J.)