

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

IN ITS COMMERCIAL DIVISION

**INTERIM APPLICATION NO. 3096 OF 2024
IN
COMMERCIAL SUIT NO. 25 OF 2024**

Mohammed Nazim Ibrahim Shaikh And 3 Ors.

...Plaintiff

Versus

Ali Haji Kasam And Co. Through Its Sole Proprietor
And 3 Ors.

...Defendants

**WITH
INTERIM APPLICATION NO. 3097 OF 2024
IN
COMMERCIAL SUIT NO. 27 OF 2024
WITH
INTERIM APPLICATION NO. 3102 OF 2024
IN
COMMERCIAL SUIT NO. 88 OF 2024**

Mr. Ashish Kamat, Senior Advocate a/w Shakesh Shaikh,
Noorain Patel, for the Plaintiff.

Mr. Sunil Purohit, Senior Advocate i/b Rajendra Rathod, for
the Defendant.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 17, 2026

ORDER :

1. Yet again, there is a default in complying with the commitment to bring in a sum of Rs. 1 crore. Instead, a pay order for a

mere sum of Rs. 10 lakhs is tendered across the bar and is presently lying with the Prothonotary and Senior Master. The same is taken on record, and the amount shall be encashed by the Prothonotary and Senior Master to abide by the outcome of these proceedings.

2. Mr. Purohit acknowledges that there have been multiple statements by the Defendants in the past which have not been complied with, but he beseeches the Court's indulgence to come up with a means of resolving the issue. He tenders across the bar three charts in respect of the proposal under each of the three captioned Suits. He has identified the specific units that are earmarked for the benefit of the Plaintiff and has also identified further units that he proposes to offer as additional area in lieu of the rent arrears, which Mr. Kamat submits have run up to the sum of Rs. 5.5 crores. The three charts tendered across the bar are marked "X1", "X2" and "X3" and are taken on record. However, in respect of each of these Suits, a firm affidavit, stating on oath the offer that is being made shall be filed no later than April 20, 2026.

3. Meanwhile, Mr. Kamat shall take instructions from his clients as to the rate, if any, that he would be willing to apply for getting additional area in lieu of the rent arrears, and whether, if at all, such a

resolution by way of area instead of rent arrears is acceptable. Let such instructions be obtained no later than April 20, 2026. The matter is stood over to ***April 21, 2026***.

4. Likewise, it is seen from the charts tendered today that the committed areas to be provided to the Plaintiff have been deviated from.

5. In these circumstances, it would be imperative to call upon the Defendants to also file a specific affidavit giving details of the sales effected on the ground floor, along with the dates and values, so that the sequence of events as to why the committed area is now said to be incapable of delivery is made clear. Therefore, this affidavit too shall be filed no later than April 20, 2026.

6. Mr. Purohit submits that the balance Rs. 90 lakhs would be paid within two weeks from today. This statement is not immediately accepted, in view of the proposal tendered today. The commitment from the Defendants to make such payment is already in default, and therefore, the Court will observe whether such an amount is in fact paid, which shall be done no later than April 20, 2026.

7. 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.]