

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

**INTERIM APPLICATION NO. 4100 OF 2025
IN
SUIT NO. 248 OF 2024**

CHAITANYA
ASHOK
JADHAV
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Date: 2026.03.16
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Pravin Talreja

...Applicant

Versus

Uma Constructions
(Through Its Partner Arrayed Below)

...Respondents

Mr. Hrushi Narvekar, Counsel a/w. Adv. Yesha Badani i/b.
Trilegal Applicants, for the Applicant.

*Respondents/Defendants were represented but appearances
have not been submitted.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 11, 2026

ORDER :

1. By an order dated January 14, 2026, the then-existing state of affairs was noted, and it was felt that, there having been no access to the subject flats sought by the Defendant No.1, it was considered implausible that the flats had been worked on to make them habitable.

2. Today, when the matter is called out, Learned Advocates jointly submit that since the passing of the order on January 14, 2026, the relevant Defendants have had access to the flats and they have made

them habitable. The Court Receiver shall examine the flats, and file an updated site report to confirm that they have indeed been made habitable, within a period of two weeks from today.

3. Mr. Tamboly also submits, on instructions, that water connections have indeed been provided, and that for electricity supply, he would need the assistance of the Court Receiver to execute confirmations that may have to be provided to the distribution company for completing supply of electricity to the said flats. This activity too shall be carried out within a period of two weeks from today.

4. It is also reported by the Plaintiffs that the Agency Agreement has been executed with the Court Receiver to cover their possession of the flats. The keys to the said flats are still with the Defendants, since they were carrying on the activity of making them habitable. Upon confirmation by the Court Receiver about the state of the flats, the keys shall be handed back to the Court Receiver, who shall give it to the agents of the Court Receiver as covered by the Agency Agreements.

5. Meanwhile, payment instruments for certain amounts acknowledged by the Plaintiffs as being due to Defendant No. 1 referred to in their email dated February 09, 2026, have been brought to Court with the name of the payee being left blank. Such instruments shall be drawn in the name of M/s. Uma Constructions, and shall be handed

over to the Advocates of the Defendant No.1, who shall also confirm the receipt of the same.

6. The parties also submit that they are very close to a resolution of the entire proceedings, with the remaining controversy being restricted to interest, if any, that needs to be paid by the Plaintiffs on the residual consideration due on the said flats. The proposition is that the flats would be assuredly released to the Plaintiffs against a firm receipt of the balance consideration.

7. Both parties undertake to provide a schedule of payments that had been due in respect of the subject flats and their respective positions on the date from which interest would be due on such installments, leaving the rate of interest to the Court to decide.

8. Let such statement be brought on record by end of the week, and further direction shall be issued once the matter is mentioned.

9. Stand over to **March 24, 2026** at 3.00 p.m.

10. 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.]