



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

Mulund Raviraj Co-operative Housing
Society Ltd.

... Petitioner

Versus

Rupji Constructions and another

... Respondents

WITH
CHAMBER SUMMONS NO. 217 OF 2018
NOTICE OF MOTION NO. 688 OF 2018
CHAMBER SUMMONS NO. 234 OF 2019
CHAMBER SUMMONS NO. 45 OF 2019
CHAMBER SUMMONS NO. 350 OF 2019
CHAMBER SUMMONS (L) NO. 313 OF 2018

Mr.Anushk Sabnis for the Petitioner.

Mr.Amit S. Potnis - Respondent No. 1.

Mr. Rubin Vakil alongwith Mr. Manish Doshi, Ms. Esha Malik instructed
by Vimadalal & Co. for the Auction Purchasers.

Mr. Nitesh Masurkar instructed by Mr. Tejas Deshpande for Ms. Priyanka
Jadhav.

Ms. Hetal Patel for the Applicant in Chamber Summons No.234 of 2019.

Mr. Sandip Bane for the Applicant in Chamber Summons No.763 of
2019.

Mr. Santosh Dalvi for the Interveners in Chamber Summons No.217 of
2018.

Ms. Sushma Soni instructed by G.M. Legal for K.Patel and Company.

Mr. Premdas instructed by Mr. O.A. Das for the Bank of India.

Mr. D.S. Shingade for the MCGM.

Mr.Ketan Trivedi - Commissioner, present.

Mr.Madhukar Rupji along with Mr.Tejal Rupji, present in person.



CORAM : S.J. KATHAWALLA, J.
DATED : 1st AUGUST, 2019
(In Chambers)

P.C.:

1. I am informed that the original of the Agreement dated 15th May, 2015 i.e. Permanent Alternate Accommodation Agreement executed by and between Mrs. Nalini Jashvantlal Kanakia and Mr. Nilesh Jashvantlal Kanakia, party of the first part, M/s. K. Patel and Co. Pvt. Ltd., party of the second part, Mr. Girish Patel, party of the third part and Mr. Madhukar Maghashyam Rupji, party of the fourth part is with the EOW. The original document shall be produced by EOW before this Court on 2nd August, 2019 at 5.30 p.m.
2. Paragraph 3 of the Order dated 20th June, 2019 reads as under :-

"3. As far as the Mehul property is concerned, Mr. Rupji states that he agreed with Grauer & Weil through its CEO to extend the leave for a period of 99 years from 1st April, 2016 on yearly rent of Rs.2,28,000/- with a clause to increase the rate for compensation by 15% every five years."

3. Mr. Rupji and Grauer & Weil are at liberty to execute a Leave and Licence agreement extending the licence for a period of 99 years qua their 50% share in Mehul Property on yearly rent of Rs.2,28,000/- with a clause to increase the rate of compensation by



15% every five years. The amount payable to Mr. Rupji by Grauer and Weil shall be deposited with the Prothonotary and Senior Master. Mr. Chetan Rupji and Grauer & Weil are also at liberty to execute an Agreement qua the 50% share of Chetan Rupji in the Mehul property on the terms and conditions agreed by and between Mr. Chetan Rupji and Grauer and Weil.

4. Advocate Premdas representing Bank of India has produced copies of the advertisements issued in Free Press Journal and Navshakti, both dated 1st August, 2019, qua sale of the immovable properties i.e. Flat No.703, 7th Floor, Shubh Ashirwad Co-op. Housing Society Ltd., Plot No.117, 5th Lane, Hindu Colony, Dadar (East), Mumbai - 400 014. Copies of these advertisements are taken on record and marked 'X' for identification.

5. The Prothonotary and Senior Master shall forthwith comply with the order passed by this Court dated 18th July, 2019 by handing over amount of Rs.23,90,000/- to the developer i.e. K. Patel & Co. Pvt. Ltd., and Rs.23,03,393/- to the Mumbai Municipal Corporation.

6. The Executive Engineer, under whose jurisdiction, the subject property being Mulund Raviraj Co-operative Housing Society Ltd., Navghar Road, Mulund (East), Mumbai - 400 081, is situated shall appear before this Court on 27th August, 2019 at 5.30 p.m. alongwith the original records pertaining to the subject development



which will include the plans, if any, sanctioned by the Corporation.

7. Mr. Trivedi has produced before this Court a letter received by him from Jyoti Charitable Trust, stating that Mr. Rupji had not paid the arrears of the office premises allowed to be used by them by the Trust and now also not issued TDS Certificates despite having deducted the same because of which they have now received notice from the Income-tax Authorities. The Rupji's have admittedly not deposited the TDS despite having deducted the same from the amount of compensation paid to the Trust. The said letter is taken on record and marked 'Y' for identification.

8. Stand over to 27th August, 2019 at 5.30 p.m. On that day, the Superintendent of Prison, Taloja shall arrange to produce Mr.Madhukar Rupji and Mr.Tejal Madhukar Rupji, before this Court at 5.30 p.m. in Chambers. The Superintendent of Prison, Taloja, shall ensure that Mr.Madhukar Rupji and Mr.Tejal Madhukar Rupji along with escort shall leave Taloja Prison on 27th August, 2019 by 12.00 noon so that no delay will be caused in bringing them to this Court by 5.30 p.m. The Office of the Government Pleader shall convey this order/direction to the Superintendent of Prison, Taloja.

(S.J.KATHAWALLA, J.)