

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

**INTERIM APPLICATION (L) NO. 29178 OF 2025**

**IN**

**COMMERCIAL SUIT (L) NO. 28728 of 2025**

Jeevan Shraddha Cooperative

Housing Society Limited

...Applicant/Plaintiff

Versus

M S Parijat Constructions & Ors.

...Defendants

**WITH**

**INTERIM APPLICATION (L) NO.7666 OF 2026**

**WITH**

**INTERIM APPLICATION (L) NO.9323 OF 2026**

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RANGNATH  
WAHULE

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Mr. Aadil Parsurampuriah (through V.C.) a/w. Ms. Pragya, Mr. Ameya Khot, Mr. Laxminarayan Shukla i/b. M/s Legal Vision, for the Applicant/Plaintiff.

Mr. N. P Bhavsar, for the Intervenor.

Mr. Shashi Prakash, for Defendant No.3.

Adv. K. Shukla, for Defendant No.4.

Mr. Sunil C. Khandagale i/b. Komal Punjabi, for Respondent No.6-BMC.

Mr. Anand J. Tare, Deputy Supt. AA & C South Ward BMC, present.

**CORAM : ARIF S. DOCTOR, J.**

**DATE : 29<sup>th</sup> APRIL, 2026**

**P.C.**

**INTERIM APPLICATION (L) NO. 7666 OF 2026**

1. The present Interim Application has been taken out by the Applicant/Plaintiff seeking, the following relief, viz.

- "a) *That this Hon'ble Court may be pleased to direct the Defendant No. 6 i.e. Municipal Corporation of Greater Mumbai to accept and process the appointment of the new developer i.e. M/s. Shivraj Realtech LLP in the file of MCGM and also approve and accept the appointment of the new*

*architect appointed by the new developer/Society in the file of MCGM for redevelopment of the Applicant Society's property;*

- b) That this Hon'ble Court may be pleased direct the Municipal Corporation of Greater Mumbai not to necessitate obtainment of any No Objection Certificate from the terminated developer M/s Parijat Constructions or the terminated architect M/s Sarang Architects to approve the appointment of the new architect and the new developer M/s Shivraj Realtech LLP and architect appointed by them;"*

2. Mr. Parsurampuria, learned counsel appearing on behalf of the Applicant, at the outset submits that the Applicant is only pressing for relief in terms of prayer clause (a).

3. He then points out that the Applicant Society had entered into a Development Agreement dated 24<sup>th</sup> November 2010 with Defendant No. 1, under which Defendant No. 1 was appointed as the developer to redevelop the property of the Applicant Society. He submitted that under the terms of the Development Agreement Defendant No. 1 was, inter alia, obliged to pay transit rent to the members of the Applicant Society and complete construction within a stipulated period of 24 months from the date of the grant of the full Commencement Certificate.

4. He then pointed out that the members of the Applicant Society had vacated their respective premises and handed over possession of their respective flats to Defendant No. 1 as far back as in the year 2011. Despite this, he submitted that Defendant No. 1 obtained the Intimation of Disapproval (I.O.D.) only on 24<sup>th</sup> January 2014, and construction commenced thereafter in the year 2015 and had progressed only up to the plinth level and had not, till date, progressed any further.

5. He also then pointed out that Defendant No. 1 had consistently, despite assurances and undertakings, failed to pay the members of the Applicant the transit rent due under the Development Agreement and that the cheques which had been issued had been dishonoured. He submitted that the Defendant, therefore, vide a letter dated 3<sup>rd</sup> August 2022, terminated the Development Agreement and had since appointed a new Developer. He also pointed out that Defendant No. 1 had not so much as responded to the termination, let alone challenged the same. He also pointed out that Defendant No. 1 had, despite having been granted time since October 2025, not filed any Affidavit in Reply to oppose the Interim Application. He also pointed out that this Court had, vide the order dated 26th November 2025, directed the Developer to remain present, despite which the Developer did not appear.

6. Mr. Parsurampurua, then submitted that pursuant to the previous order the Applicant had also called upon the previous Architect to submit his NOC, however, he had failed to do so. He submitted that, therefore, in these circumstances, the Applicant / Plaintiff was left with no option but to approach this Court for relief in terms of prayer clause (a) of the present Notice of Motion. He then placed reliance upon a decision of this Court in the case of ***Rajawadi Arunodaya Co-op Hsg Soc Ltd. v. Value Projects Pvt. Ltd.***<sup>1</sup> to point out which he submitted squarely applied to the facts of the present case.

7. Mr. Parsurampurua, learned counsel appearing on behalf of the Respondent-Corporation submitted that while the Corporation would not have any objection to the grant of prayer clause (a), the Corporation would be at

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<sup>1</sup> 2021 SCC OnLine Bom 9572

liberty to proceed with regard to any outstanding claims that the Corporation might have against the society, also learned counsel appearing on behalf of Defendant No.3 submitted that the Defendant No.1 was now the sole proprietary concern of Defendant No.3. He sought time to file a Reply Affidavit. This was opposed by Mr. Parsurampuriah who pointed out that the very same advocate had appeared in October when time was given, despite which no Reply was filed. Furthermore, I am not inclined to grant time since apart from the fact that ample time had been granted there was no dispute to the fact that the termination was not challenged. The relief that is sought for today is really a consequence which flows from the termination which is unchallenged. I see no reason why this motion should be delayed in any manner especially when the members of the Applicant-Society have been out of house and home for over 10 years and that too without payment of transit rent.

8. It is also clear from the material that has been placed before me that Defendant No. 1 has clearly failed to perform his obligations under the Development Agreement, such as (i) Defendant No. 1 has failed to perform his obligations under the Development Agreement (ii) has abandoned the project way back (iii) has also defaulted in payment of rent and has not disputed or denied the termination, which has therefore attained finality. None of this has been denied.

9. Hence, the Interim Application is allowed in terms of prayer clause (a) and is disposed of accordingly.

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10. Stand over to 23<sup>rd</sup> June 2026.

[ARIF S. DOCTOR, J.]