



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 Shradhha Co-operative Housing
Society Ltd.

...Applicant/Plaintiff

V/s.

M/s. Parijat Constructions and Ors.

...Defendant

Mr. Aadil Parsurampur with *Mr. Laxminarayan Shukla i/b. M/s. Legal Vision for the Plaintiff.*

Mr. Vishal Pramod Thakur for *Defendant No.3.*

CORAM: SANDEEP V. MARNE, J.

DATED: 6 OCTOBER 2025

P.C.:

1) Heard Mr. Parshurampur, the learned counsel appearing for the Plaintiff. Mr Thakur, the learned counsel appears on behalf of Defendant No.3 and seeks time to file reply to the Interim Application.

2) When the Interim Application was moved on 30 September 2025 Mr. Ismail Shaikh, Defendant No.3, who is also partner of Defendant No.1 had appeared and had sought time to file affidavit-in-reply. However, today also no affidavit-in-reply is filed on behalf of Defendant Nos.1/ Defendant No.3.

3) Mr. Parsurampurua would submit that Development Agreement dated 24 November 2010 has been terminated by the Plaintiff-Society. He would submit that the members of the Society have vacated their respective units in 2011 and that there is absolutely no progress at the site after 2015. That the building is constructed only till plinth level. He would invite my attention to letter dated 14 May 2022 of Defendant No.1 in which Defendant No.1 had admitted the defaults and had given an undertaking to the Society that the Development Agreement can be terminated in the event of any further default.

4) Mr. Parsurampurua would submit that all the cheques issued in pursuance of letter dated 14 May 2022 towards transit rent have been dishonoured.

5) Considering the above position while granting time to Defendant No.1 / Defendant No.3 to file affidavit-in-reply it will be necessary to grant ad-interim in terms of prayer clause (i) at this juncture to preserve the suit property. In that view of the matter, ad-interim relief is granted in favour of the Plaintiff in terms of prayer clause (i) which reads thus:-

- (i) That pending the hearing and final disposal of the present suit this Hon'ble Court be pleased to restrain the Defendant Nos.1 to 5, by an interim order of injunction, either by themselves or through any of their employees or agent any other person or persons claiming through or under them, from in any manner whatsoever selling, transferring, disposing, alienating, encumbering, parting with the possession of, or inducting any other person or persons in the said suit building or creating any kind of third party right, title, interest or encumbrance in respect thereof, of any nature whatsoever;

6) Defendant No.1 / Defendant No.3 would be at liberty to file affidavit-in-reply opposing the Interim Application within a period of two weeks. Liberty is granted to the Plaintiff to file affidavit-in-rejoinder within one week thereafter.

7) List the Interim Application for consideration of further ad-interim /interim injunction on **10 November 2025**.

[SANDEEP V. MARNE, J.]