



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

32 COMEX/42/2021

WITH

IA/2576/2025

IN

COMEX/42/2021

SHIV SATYAM VAIBHAV CO- OPERATIVE
HOUSING SOCIETY LIMITED

..APPLICANT

VS

PRAGATI INFRASQUARE LLP AND ANR

..RESPONDENTS

WITH

IA(L)/2825/2026

IN

COMEX/42/2021

GIRDHARI LAL JAT

..APPLICANT

VS.

PRAGATI INFRASQUARE LLP

..RESPONDENT

WITH

IA/179/2026

WITH

IA/180/2026

IN

COMEX/42/2021

Pragati Infrsquare LLP

..APPLICANT

VS.

Rite Developers Private Limited

..RESPONDENT

WITH

IA/756/2026

IN

COMEX/42/2021

PRAGATI INFRASQUARE LLP

..APPLICANT

VS.

SHIV STYAM VAIBHAV CO-OPERATIVE
HOUSING SOCIETY LIMITED

..RESPONDENT

Adv. Aseem Naphade a/w. Adv. Fatema Tankiwala i/b. LJ Law for
judgment creditor.

Adv. Sarosh Bharucha a/w. Adv. Kushal Harnesha i/b. Jay Vakil for judgment debtor no.1.

Adv. Vikas Sharma for applicants in IAL/2825/2026.

Adv. Rupali Adhate for BMC.

Mr. Nikesh Shah, Director of respondent no.1 present in person.

CORAM : RAJESH S. PATIL, J.

DATE : 9 APRIL 2026.

P.C. :

1) I have heard learned counsel for the decree holder and the judgment debtor.

2) As far as some of issues are concerned, both counsel on instructions have agreed that the said agreement is noted herein below:

(a) As far as mechanized car parking is concerned, the judgment debtor, through counsel submits that the same is already in operational and though same is being used by the society members, an official email would be written to the society stating therein that the mechanized car parking is being handed over to the society. The said email will be sent within a period of two days from today. Statement accepted.

(b) As far as lift no.2 is concerned, the society has raised an issue

about software interconnection not being installed. The judgment debtor through his counsel agrees that the software interconnection for lift no.2 would be installed within a period of two weeks from today. Statement accepted.

(c) As far as rent payable to Mr. Umesh Patel of Flat No.901 is concerned, Mr. Naphade has submitted that the said amount is roughly around Rs.5,59,964/-. Mr. Bharucha submits that on the affidavit by Mr. Naphade's client, has stated that the said amount is approximately Rs.3,59,962/-. Hence, without prejudice to the rights and contentions of both parties, the said amount is Rs.3,59,962/- would be paid to said Mr. Umesh Patel by online transfer on or before 7/5/2026 by judgment debtor. Statement accepted.

(d) As far as compensation towards deficit area is payable by the judgment debtor to the decree holder is concerned, without prejudice to the rights and contentions of both parties, the judgment debtor through his counsel in order to put a quietus to the whole execution proceeding has suggested that an amount of Rs.54,00,000/- would be paid to the society in a reasonable time, as per Neelam Arch's first report. Mr. Naphade has submitted that he will have to go back to his client which is Managing Committee of a co-operative society, in

order to take instructions on the offer being given by the judgment debtor. Statements of both counsel accepted.

(e) Ms. Rupali Adate, learned counsel from the Municipal Corporation on directions of this Court, has appeared in this proceeding though Corporation is not a party. Only on the request of this Court, she has appeared in the present proceeding. As far as property tax is concerned, she submits that she will have to take instructions from the concerned officer of the Corporation, K-East Ward. Statement accepted. Such information can be provided by 7/5/2026.

3) Stand over to 7/5/2026.

(Rajesh S. Patil, J.)