

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

INTERIM APPLICATION (L) NO. 38898 OF 2025
IN
APPEAL (L) NO. 35722 OF 2025

Kamal Chandiram Datwani

.. Plaintiff

Versus

Kripa Oneness Private Limited and Ors.

.. Respondents

Mr. Rohaan Cama a/w Adv. Anish Karande a/w Mr. Shyam Singh, Aaryan G., Mr. Amit Chavan I/b TatsatGor, Advocates for the Applicant/Appellant.

Mr. Vishal Kanade a/w Ms. Aneesha Munshi, Ms. Palak Jain, Ms. Garvita Joshi i/b. Divya Shah Associates, Advocates for the Respondent No. 1.

Ms. Saloni Kharidia, I/b. YNA Legal, Advocate for the Respondent No. 4.

Ms. Pooja Yadav I/b. Ms. Komal Punjabi, Advocate for the Respondent No. 6 and 7.

**CORAM: B. P. COLABAWALLA &
AMIT S. JAMSANDEKAR, JJ.**

DATE: DECEMBER 12, 2025

P. C.

1. The above Appeal has been filed by the original Plaintiff challenging the order dated 06th October 2025 passed in Interim Application (L) No.

25685 of 2025 in Suit (L) No. 25684 of 2025.

2. The original Plaintiff has filed the above Appeal, aggrieved by the part of the impugned order under which the 1st Defendant has been directed to pay transit rent in respect of the Suit Flat to Defendant No. 4, and also by the direction that Defendant No. 4 shall be put in possession of the Permanent Alternate Accommodation in lieu of the Suit Flat.

3. The matter has been urgently moved because post-dated cheques towards payment of transit rent have been handed over by Defendant No. 1 to Defendant No. 4, and there is an apprehension that those cheques are going to be encashed. Once the monies are received by Defendant No. 4, it will be virtually impossible for the plaintiff to recover the same.

4. The dispute really lies between the Plaintiff and Defendant No. 4, who are real brothers. As far as the 1st Defendant is concerned, he is not involved in the lis between the Plaintiff and Defendant No. 4, and Mr. Kanade, the Ld. counsel appearing on behalf of the 1st Defendant, has stated that he will abide by whatever orders are passed by this Court. As far as Defendant No. 4 is concerned, the Ld. Advocate appearing on his behalf, stated that they have recently come on record for Defendant No. 4 and require time to take complete instructions and also to brief counsel to argue the above matter.

5. In the Interregnum, on instructions, she stated that to allay any apprehension on the part of the Plaintiff, Defendant No. 4 shall not encash the cheque which is due towards transit rent for the month of January, 2026. We accept the said statement as an undertaking given to this Court. Once this statement is made, we find that the apprehension of the Plaintiff, at least for the time being, is allayed.

6. Hence, we now place the above matter on board for ad-interim relief on 16th January 2026. We make it clear to the parties that we may dispose of the above Appeal at that stage itself, time permitting.

7. Stand Over to **16 January 2026**.

8. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[AMIT S. JAMSANDEKAR , J.]

[B. P. COLABAWALLA, J.]