



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO. 14261 OF 2025
IN
SUIT (L) NO. 14259 OF 2025

WITH
INTERIM APPLICATION (L) NO. 27981 OF 2025

Ashapura Options Private Limited
Through its Director Mr. Pravin Chamaria
and Ors.

} *Plaintiffs*

: *Versus* :

Ashapura Developers and Ors.

} *Defendants*

*Mr. Shanay Shah with Ms. Sonam Mhatre and Ms. Shruti Kulkarni i/b
Dhaval Vussonji & Associates, for the Plaintiff.*

*Mr. Simil Purohit, Senior Advocate with Mr. Parth Jain, Mr. Ansh Agal
and Mr. Rutwij Bapat i/b Jain Law Partners LLP, for Defendants.*

CORAM : SANDEEP V. MARNE, J.

JUDG. RESD. ON : 09 OCTOBER 2025

JUDG. PRON. ON: 16 OCTOBER 2025.

JUDGMENT:

1) Plaintiffs have filed the present Interim Application seeking temporary injunction for restoration of possession of the suit premises during pendency of the Suit and to restrain the Defendants from interfering with Plaintiffs' possession of the suit premises. Plaintiffs have also sought injunction against the Defendants from selling, alienating, or creating third party rights in respect of the suit

premises during pendency of the Suit. Plaintiffs have also sought prayer for appointment of Court Receiver for taking physical possession of the suit premises and for handing over the same to the them.

2) Plaintiffs have instituted the present Suit under Section 6 of the Specific Relief Act, 1963 (**the Act**). The Suit is premised on Plaintiffs' claim of possession of suit premises comprising of units bearing Nos. 901, 903 and 904 admeasuring in aggregate 16,096 sq.ft. (super built-up area) equivalent to 11,268 carpet area in the building named 'Hallmark Business Plaza' situated at CTS No. 629 (p) of Village Bandra (East), Taluka-Andheri in the Mumbai Suburban District at Sant Dnyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai – 400051 alongwith 15 reserved car parking spaces (**Suit Premises**). Plaintiffs claim that they are put in possession of the suit premises in June 2011 by Defendant No.1 in bare shell condition and that they have invested Rs.8 crores in furnishing the same. It is Plaintiffs' case that possession of the suit premises is handed over to them under an understanding that documents of sale thereof would be executed in their names. The Complaint contains pleadings relating to complex business arrangement between Ashapura Group (Defendants) and Option Group (Plaintiffs) and it is not necessary to narrate the said complex business arrangement between Plaintiffs and Defendants at this stage. That under the arrangement agreed between Option Group and Ashapura Group, it was decided to have a permanent business location under which Ashapura Group agreed to transfer the suit premises to Plaintiffs for business purposes. According to Plaintiffs, this is how Defendant

No.1 handed over possession of the suit premises to them, on which an amount of Rs.8 crores has been invested by Plaintiffs for enhancing the same. According to Plaintiffs, they have been operating their offices from the suit premises. Plaintiffs have produced a series of documents to demonstrate uninterrupted, continuous and peaceful use and occupation of the suit premises by each of the Plaintiff-Company.

3) According to the Plaintiffs, in October/November 2024, the electricity supply to the suit premises was disconnected due to non-payment of dues. However, Plaintiffs continued using the suit premises for office purposes by installing generators. On 20 April 2025, one of the Directors of Plaintiffs received a telephone call about deployment of security guards at the suit premises and denial of access. Plaintiffs noticed that the manager of the building was putting a lock on the shutter on the common entrance of the suit premises and that Defendants had deployed three bouncers at the entrance. That on 21 April 2025, when the employee of the Plaintiffs approached the suit premises, he also noticed locking of the shutter and deployment of bouncers from the see-through shutter. The said employee noticed few employees with torches roaming inside the suit premises. On 22 April 2025, the Director of the Plaintiffs visited the suit premises and assessed the situation through the VIP entrance which was also found to be locked. They also noticed deployment of bouncers at the VIP entrance. They attempted to enter through common entrance, but were denied access by the bouncers. A complaint was lodged on 22 April 2025 with Kherwadi Police Station. It was also noticed that 'A&O Realty' logo was removed

from the common entrance door and from building's nameplate. On 25 April 2025, when Plaintiffs' employees attempted to report for work, they were prevented from entering the suit premises. Plaintiffs' Director was also denied access to the suit premises on 25 April 2025. On 26 April 2025, Director of Plaintiffs received a recorded video showing two-three persons illegally taking away their belongings lying inside the suit premises in white bags. The bags were loaded into trucks and upon following the truck, it was noticed that Plaintiffs' belongings were kept at the godown in Bhiwandi. Plaintiffs' Director also received another video on 29 April 2025 showing stealing of goods of Plaintiff-Companies.

4) This is how Plaintiffs claim that they have been forcibly dispossessed from the suit premises by the Defendants and have accordingly filed the present Suit under Section 6 of the Specific Relief Act and for restoration of possession of the suit premises. In the suit, Plaintiffs have sought following prayers:

- a. That this Hon'ble Court be pleased to order and declare that the actions of the Defendants in forcibly and wrongfully dispossessing the Plaintiffs from the Suit Premises viz. on the 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka — Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63,65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai - 400 051, and taking over possession thereof is illegal and unlawful;
- b. That this Hon'ble Court be pleased to order and declare the Plaintiff is entitled to have possession of the Suit premises viz. on the 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268

carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka - Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63, 65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai - 400 051, with a direction to the Defendants to hand over to the Plaintiff the keys of the Suit Premises and to do all acts, deeds and things that may be necessary for the said purpose;

- c. That this Hon'ble Court be pleased to restrain the Defendants by themselves, their representatives, servants and agents, by an order of perpetual injunction from selling, alienating, disposing of or otherwise dealing with, or encumbering or inducting into, or creating any third party rights in or over the Suit Premises viz. 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka – Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63, 65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai-400 051, in any manner whatsoever;
- d. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to direct the Defendants to put the Plaintiff in possession of the Suit Premises viz. 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka – Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63, 65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai -400 051;
- e. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to the restrain the Defendants by themselves, their representatives, servants and agents, by an order of temporary injunction from interfering with the Plaintiff's possession of the Suit Premises viz. 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka – Andheri in the

Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63, 65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai – 400 051, in any manner whatsoever, and otherwise without following the due process of law;

- f. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to the restrain the Defendants by themselves, their representatives, servants and agents, by an order of temporary injunction from selling, alienating, disposing of or otherwise dealing with, or encumbering or inducting into, or creating any third party rights in or over the Suit Premises viz. 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka – Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63,65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai - 400 051, in any manner whatsoever;
- g. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to appoint the Court Receiver, High Court, Bombay, with all powers under Order 40 Rule 1 of the Code of Civil Procedure, 1908, to take physical possession of the Suit Premises, with all powers to break open the locks and take forcible possession with the need arises and thereafter to handover possession thereof to the Plaintiff;
- h. For ad-interim reliefs in terms of prayer clauses (d) to (g) above
- i. For costs;
- j. For such other and further reliefs as the nature and circumstances of the present case may require.

5) In their Suit, Plaintiffs have filed Interim Application (Lodg.) No. 14261/2025 seeking temporary injunction in terms of following prayers:

- a. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to direct the Defendants to put the Plaintiff in possession of the Suit Premises viz. 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft.

(super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka - Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63,65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai-400 051;

- b. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to the restrain the Defendants by themselves, their representatives, servants and agents, by an order of temporary injunction from interfering with the Plaintiff's possession of the Suit Premises viz. 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka - Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-6363-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai 400 051, in any manner whatsoever, and otherwise without following the due process of law;
- c. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to the restrain the Defendants by themselves, their representatives, servants and agents, by an order of temporary injunction from selling, alienating, disposing of or otherwise dealing with, or encumbering or inducting into, or creating any third party rights in or over the Suit Premises viz. 9th Floor, bearing unit nos. 901, 903 and 904 admeasuring 16,096 sq. ft. (super built-up) equivalent to 11,268 carpet area in multi-storey building called as Hallmark Business Plaza situated on CTS No. 629 (p) of Village Bandra (East), Taluka - Andheri in the Mumbai Suburban District along with 15 reserved car parking space bearing no. 56-63,65-70 and 72 in the basement area situate, lying and being at Sant Dyaneshwar Marg, Opp. Gurunanak Hospital, Bandra (East), Mumbai-400 051, in any manner whatsoever;
- d. Pending the hearing and final disposal of the present Suit, this Hon'ble Court be pleased to appoint the Court Receiver, High

Court, Bombay, with all powers under Order 40 Rule 1 of the Code of Civil Procedure, 1908, to take physical possession of the Suit Premises, with all powers to break open the locks and take forcible possession with the need arises and thereafter to handover possession thereof to the Plaintiff;

- e. For ad-interim reliefs in terms of prayer clauses (a) to (d) above
- f. For costs;
- g. For such other and further reliefs as the nature and circumstances of the present case may require.

6) On 8 May 2025, when the Interim Application was listed for consideration of ad-interim relief, Defendants made a statement that they would permit Plaintiffs to enter and occupy the premises as they were doing prior to 20 April 2025. The Defendants have clarified that they had undertaken repair and renovation work. This is how Plaintiffs have been occupying the suit premises by virtue of ad-interim order dated 8 May 2025. The Defendants have filed Affidavit-in-Reply opposing the Interim Application to which Plaintiffs have filed Affidavit-in-Rejoinder. Plaintiffs have also filed Interim Application (Lodg.) No. 27981/2025 complaining that Defendants have damaged the suit premises after dispossessing the Plaintiffs and have accordingly sought a direction for restoration of the suit premises to the condition that they were prior to 20 April 2025.

7) As of now, Plaintiffs' Interim Application (Lodg.) No. 14261/2025 filed seeking temporary injunction is taken up for consideration.

8) Mr. Shah, the learned counsel appearing for the Plaintiffs would submit that the Defendants have dispossessed the Plaintiffs

from the suit premises on 20 April 2025 by taking law in their hands. That Plaintiffs have been in settled possession of the suit premises since June 2011. He would take me through series of documents filed in respect of each of the Plaintiff to demonstrate possession of the suit premises without any interruption. That mere disconnection of electricity supply in October/November 2024 did not mean that Plaintiffs handed back possession of the suit premises to the Defendants. That Plaintiffs have come out with a specific case that on 18 April 2025, they had taken measures to restore electricity to the suit premises by purchasing and installing generator through its sister concerns. That as on 20 April 2025, Plaintiffs were possessing the suit premises. He would invite my attention to the averments in the Affidavit-in-Reply filed by the Defendants to demonstrate admission on their part of presence of documents and articles of Plaintiffs in the suit premises, which were unauthorisedly removed by the Defendants. That presence of their goods in the suit premises would necessarily prove Plaintiffs' actual possession of the suit premises.

9) Mr. Shah would further submit that even a trespasser is entitled to protect his possession and cannot be dispossessed without following due process of law. That it is not the case of the Defendants that Plaintiffs are trespassers in the suit premises. That their defence of Plaintiffs occupying the suit premises as their agents is fallacious. That reliance by Defendants on order dated 30 September 2014 passed by the Division Bench and Undertaking filed in pursuance of the said order is misplaced as the said order was passed and Undertaking was filed for protecting the interest of Defendant No. 1

against action filed by Aditya Birla Retail. That the Undertaking was actually filed by Defendant No. 1 itself.

10) Mr. Shah would further submit that even permissive user cannot be dispossessed without following process of law and that provisions of Section 6 of the Specific Relief Act would protect occupation of even a permissive user. In support, he would rely upon judgment of this Court in Evaristo s/o Manuel Sequeira and another vs. Parish Priest and another¹. He would also rely upon judgment of the Apex Court in Poona Ram vs. Moti Ram (dead) through Legal Representatives and others² in support of his contention that even a trespasser can be in a settled possession of property belonging to the rightful owner and that the rightful owner needs to adopt necessary proceedings for recovery of possession from a trespasser. That settled possession of suit premises by Plaintiffs is clearly established. That Affidavit-in-Reply filed by Defendants clearly admits business relationship between the parties and putting Plaintiffs in possession of the suit premises. That there is admission in para-19 of the Affidavit-in-Reply that Plaintiffs used to operate their offices from suit premises till September 2024. He would therefore pray for grant of temporary injunction as prayed for in the Interim Application.

11) The Application is opposed by Mr. Purohit, the learned Senior Advocate appearing for the Defendants. He would deny that Plaintiffs were in settled possession of the suit premises at any point of time. He would submit that Plaintiffs were merely permitted to

¹ 2009 (4) MHLJ. 837

² (2019) 11 SCC 309

occupy the suit premises without any right, title or interest therein. He would invite my attention to the order dated 30 September 2014 passed by the Division Bench permitting mere occupation of the suit premises by the Plaintiffs with permission of Defendant No.1. He would submit that Plaintiffs have filed an Undertaking to occupy the suit premises as permissive user and not to claim any right, title or interest therein. That possession of a property is one of the species of ownership. The Undertaking for not claiming any right in the suit premises would also mean absence of even possessory right. That by filing Undertaking before this Court, the Plaintiffs had expressly given up their claim for any possession in respect of the suit premises. That the order passed by the Division Bench and the Undertaking submitted by the Plaintiff have been suppressed by Plaintiffs and that the same are brought on record by the Defendants. That they have secured entry into the suit premises only after executing Undertaking before this Court not to claim any right, title or interest, Plaintiffs cannot now be permitted to turn around and claim possession of the suit premises in a Suit filed under Section 6 of the Specific Relief Act. That admission of fact of disconnection of electricity in the suit premises would clearly belie the claim of the Plaintiffs of possessing the suit premises by operating their offices therein. That the claim of use of generators is false and the suit premises were found to be lying unused. That mere retention of documents of Plaintiffs in the suit premises would not create presumption of possession. That Plaintiffs are found to be operating their offices at different locations. He would submit that Plaintiffs are desirous of giving the suit premises on leave and license, which have been lying unused for a considerable period of time. That necessary renovation work was undertaken long before

20 April 2025 for the purpose of grant of licenses in the suit premises. thereby belying Plaintiffs' claim of dispossession on 20 April 2025.

12) Mr. Purohit would further submit that mere permissive occupation of property cannot confer a right on such occupier to file Suit under Section 6 of the Specific Relief Act. That for claiming relief under Section 6, it is necessary for a party to prove settled possession of the suit property. He would rely upon judgment of the Apex Court in Rame Gowda dead through LR's vs. M. Varadappa Naidu dead through LR's and another³, in support of his contention that an occupation of immovable property by a person as an agent at the instance of the owner will not amount to actual physical possession. He would rely upon judgment of the Apex Court in Behram Tejani and others vs. Azeem Jagani⁴ in support of his contention that mere permissive use as a gratuitous licensee does not mean possession of the premises. He would also rely upon judgment of the Apex Court in A. Shanmugam vs. Ariya Kshatriya Rajakula Vamsathu Madalaya Nandhavana Paripalanai Sangam and others⁵ in support of his contention that an agent occupying a property on behalf of a principal acquires no right or interest in the property irrespective of length of stay. Lastly, Mr. Purohit would submit that Plaintiffs are not using the suit premises and have created huge dues towards electricity charges. That the suit premises are lying unused for a considerable period of time. He would submit that statement made on Defendants' behalf on 8 May 2025 for putting back Plaintiffs in occupation of the suit premises was without prejudice.

³ (2004) 1 SCC 769

⁴ (2017) 2 SCC 759

⁵ (2012) 6 SCC 430

He would submit that Defendants intend to induct licensee in the suit premises so that the premises are put to some use and some income is generated therefrom. He would accordingly pray for dismissal of the Interim Application.

13) Rival contentions of the parties now fall for my consideration.

14) Plaintiffs have filed the present Suit under Section 6 of the Specific Relief Act claiming possession of the suit premises since June 2011. Section 6 provides a special summary remedy to protect a possessor of immovable property from being dispossessed without his consent and without following due process of law. The remedy under Section 6 is summary and meant to be speedy as it merely seeks to put back in possession the possessor without going into complicated issues of title and legality of possession, leaving open the remedies for claiming possession and title. This is the reason why the remedy of filing appeal is not provided for against an order or decree passed in Section 6 proceedings. Only a limited remedy of filing revision under Section 115 of the Code of Civil Procedure, 1908 is recognised against order passed in Section 6 Suit. Section 6 of the Act provides thus:

6. Suit by person dispossessed of immovable property.—

(1) If any person is dispossessed without his consent of immovable property otherwise than in due course of law, he or any person through whom he has been in possession or any person claiming through him may, by suit, recover possession thereof, notwithstanding any other title that may be set up in such suit.

(2) No suit under this section shall be brought—

- (a) after the expiry of six months from the date of dispossession; or
- (b) against the Government.

(3) No appeal shall lie from any order or decree passed in any suit instituted under this section, nor shall any review of any such order or decree be allowed.

(4) Nothing in this section shall bar any person from suing to establish his title to such property and to recover possession thereof.

15) For deciding Suit filed under Section 6 of the Act, the limited inquiry that needs to be conducted is about possession of suit property by Plaintiff and whether the Plaintiff has been dispossessed 6 months prior to filing of the Suit. In ITC Ltd. v. Adarsh Coop. Housing Society Ltd.⁶, the Apex Court has discussed the limited scope of inquiry in Section 6 Suit. The Court had held as under:

9. Section 6 of the Specific Relief Act, 1963 under which provision of law the suit in question was filed by the respondent-plaintiff is in pari materia with Section 9 of the 1877 Act. A bare reading of the provisions contained in Section 6 of the 1963 Act would go to show that a person who has been illegally dispossessed of his immovable property may himself or through any person claiming through him recover such possession by filing a suit. In such a suit, the entitlement of the plaintiff to recover possession of property from which he claims to have been illegally dispossessed has to be adjudicated independently of the question of title that may be set up by the defendant in such a suit. In fact, in a suit under Section 6, the only question that has to be determined by the Court is: whether the plaintiff was in possession of the disputed property and he had been illegally dispossessed therefrom on any date within six months prior to the filing of the suit? This is because Section 6(2) prescribes a period of six months from the date of dispossession as the outer limit for filing of a suit. As the question of possession and illegal dispossession therefrom is the only issue germane to a suit under Section 6, a proceeding thereunder, naturally, would partake the character of a summary proceeding against which the remedy by way of appeal or review has been specifically excluded by sub-section (3) of Section 6. Sub-section (4) also makes it clear that an

⁶ (2013) 10 SCC 169

unsuccessful litigant in a suit under Section 6 would have the option of filing a fresh suit for recovery of possession on the basis of title, if any.

10. In fact, the above view has found expression in several pronouncements of this Court of which reference may be made to the decisions in *Lallu Yeshwant Singh v. Rao Jagdish Singh* [AIR 1968 SC 620] , *Krishna Ram Mahale v. Shobha Venkat Rao* [(1989) 4 SCC 131] and *Sanjay Kumar Pandey v. Gulbahar Sheikh* [(2004) 4 SCC 664] . In fact, para 4 of this Court's judgment passed in *Sanjay Kumar Pandey* [(2004) 4 SCC 664] may be a useful reiteration of the law in this regard. The same is, therefore, extracted hereinbelow: (SCC p. 665)

“4. A suit under Section 6 of the Act is often called a summary suit inasmuch as the enquiry in the suit under Section 6 is confined to finding out the possession and dispossession within a period of six months from the date of the institution of the suit ignoring the question of title. Sub-section (3) of Section 6 provides that no appeal shall lie from any order or decree passed in any suit instituted under this section. No review of any such order or decree is permitted. The remedy of a person unsuccessful in a suit under Section 6 of the Act is to file a regular suit establishing his title to the suit property and in the event of his succeeding he will be entitled to recover possession of the property notwithstanding the adverse decision under Section 6 of the Act. Thus, as against a decision under Section 6 of the Act, the remedy of unsuccessful party is to file a suit based on title. The remedy of filing a revision is available but that is only by way of an exception; for the High Court would not interfere with a decree or order under Section 6 of the Act except on a case for interference being made out within the well-settled parameters of the exercise of revisional jurisdiction under Section 115 of the Code.”

16) Upon satisfaction of twin requirements of (i) being in possession of immovable property and (ii) being dispossessed within a period of 6 months before filing of the Suit without consent, the Plaintiff in a Section 6 Suit can secure an order of restoration of possession.

17) The two most illustrative authorities on the concept of possession are *Rame Gowda* (supra) and *Poona Ram* (supra). No

doubt, the judgments arise out of dispute between parties regarding possession in suits based on title. However, the Apex Court has discussed the principles as to when a person can be said to be in possession of immovable property and what his rights are. In *Rame Gowda*, it is held in paras-8 and 9 as under:

8. It is thus clear that so far as the Indian law is concerned, the person in peaceful possession is entitled to retain his possession and in order to protect such possession he may even use reasonable force to keep out a trespasser. A rightful owner who has been wrongfully dispossessed of land may retake possession if he can do so peacefully and without the use of unreasonable force. If the trespasser is in settled possession of the property belonging to the rightful owner, the rightful owner shall have to take recourse to law; he cannot take the law in his own hands and evict the trespasser or interfere with his possession. The law will come to the aid of a person in peaceful and settled possession by injuncting even a rightful owner from using force or taking the law in his own hands, and also by restoring him in possession even from the rightful owner (of course subject to the law of limitation), if the latter has dispossessed the prior possessor by use of force. In the absence of proof of better title, possession or prior peaceful settled possession is itself evidence of title. Law presumes the possession to go with the title unless rebutted. The owner of any property may prevent even by using reasonable force a trespasser from an attempted trespass, when it is in the process of being committed, or is of a flimsy character, or recurring, intermittent, stray or casual in nature, or has just been committed, while the rightful owner did not have enough time to have recourse to law. In the last of the cases, the possession of the trespasser, just entered into would not be called as one acquiesced to by the true owner.

9. It is the settled possession or effective possession of a person without title which would entitle him to protect his possession even as against the true owner. The concept of settled possession and the right of the possessor to protect his possession against the owner has come to be settled by a catena of decisions. Illustratively, we may refer to *Munshi Ram v. Delhi Admn.* (AIR 1968 SC 702), *Puran Singh v. State of Punjab* ((1975) 4 SCC 518) and *Ram Rattan v. State of U.P.* ((1977) 1 SCC 188). The authorities need not be multiplied. In *Munshi Ram* case it was held that no one, including the true owner, has a right to dispossess the trespasser by force if the trespasser is in settled possession of the land and in such a case unless he is evicted in the due course of law, he is entitled to defend his possession even against the rightful owner. But merely stray or even intermittent acts of trespass do not give

such a right against the true owner. The possession which a trespasser is entitled to defend against the rightful owner must be settled possession, extending over a sufficiently long period of time and acquiesced to by the true owner. A casual act of possession would not have the effect of interrupting the possession of the rightful owner. The rightful owner may re-enter and reinstate himself provided he does not use more force than is necessary. Such entry will be viewed only as resistance to an intrusion upon his possession which has never been lost. A stray act of trespass, or a possession which has not matured into settled possession, can be obstructed or removed by the true owner even by using necessary force. In *Puran Singh* case the Court clarified that it is difficult to lay down any hard-and-fast rule as to when the possession of a trespasser can mature into settled possession. **The "settled possession" must be (i) effective, (ii) undisturbed, and (iii) to the knowledge of the owner or without any attempt at concealment by the trespasser.** The phrase "settled possession" does not carry any special charm or magic in it; nor is it a ritualistic formula which can be confined in a d straitjacket. **An occupation of the property by a person as an agent or a servant acting at the instance of the owner will not amount to actual physical possession.** The Court laid down the following tests which may be adopted as a working rule for determining the attributes of "settled possession":

(i) that the trespasser must be in actual physical possession of the e property over a sufficiently long period;

(ii) that the possession must be to the knowledge (either express or implied) of the owner or without any attempt at concealment by the trespasser and which contains an element of *animus possidendi*. The nature of possession of the trespasser would, however, be a matter to be decided on the facts and circumstances of each case;

(iii) the process of dispossession of the true owner by the trespasser must be complete and final and must be acquiesced to by the true owner;and

(iv) that one of the usual tests to determine the quality of settled possession, in the case of culturable land, would be whether or not the trespasser, after having taken possession, had grown any crop. If the crop had been grown by the trespasser, then even the true owner, has no right to destroy the crop grown by the trespasser and take forcible possession.

(emphasis and underlining added)

18) In *Poona Ram* (supra) the principles are reiterated, and it is held in para-15 as under:

15. The crux of the matter is that a person who asserts possessory title over a particular property will have to show that he is under settled or established possession of the said property. But merely stray or intermittent acts of trespass do not give such a right against the true owner. Settled possession means such possession over the property which has existed for a sufficiently long period of time, and has been acquiesced to by the true owner. A casual act of possession does not have the effect of interrupting the possession of the rightful owner. A stray act of trespass, or a possession which has not matured into settled possession, can be obstructed or removed by the true owner even by using necessary force. Settled possession must be (i) effective, (ii) undisturbed, and (iii) to the knowledge of the owner or without any attempt at concealment by the trespasser. There cannot be a straitjacket formula to determine settled possession. Occupation of a property by a person as an agent of a servant acting at the instance of the owner will not amount to actual legal possession. The possession should contain an element of animus possidendi. The nature of possession of the trespasser is to be decided based on the facts and circumstances of each case.

19) In *Maria Margarida Sequeira Fernandes v. Erasmo Jack de Sequeira*⁷ the Apex Court has summarized the principles with regard to claims of possession by a gratuitous occupier as under:

97. Principles of law which emerge in this case are crystallised as under:

- (1) No one acquires title to the property if he or she was allowed to stay in the premises gratuitously. Even by long possession of years or decades such person would not acquire any right or interest in the said property.
- (2) Caretaker, watchman or servant can never acquire interest in the property irrespective of his long possession. The caretaker or servant has to give possession forthwith on demand.
- (3) The courts are not justified in protecting the possession of a caretaker, servant or any person who was allowed to live in the premises for some time either as a friend, relative, caretaker or as a servant.

⁷ (2012) 5 SCC 370

(4) The protection of the court can only be granted or extended to the person who has valid, subsisting rent agreement, lease agreement or licence agreement in his favour.

(5) The caretaker or agent holds property of the principal only on behalf of the principal. He acquires no right or interest whatsoever for himself in such property irrespective of his long stay or possession.

20) Similarly, in *Behram Tejani* (supra), it is held that a person holding the premises gratuitously or in a capacity as a caretaker or servant does not acquire any right or interest in the property and even long possession of the property is of no consequence. It is held in para-14 as under:

14. Thus, a person holding the premises gratuitously or in the capacity as a caretaker or a servant would not acquire any right or interest in the property and even long possession in that capacity would be of no legal consequences. In the circumstances, the City Civil Court was right and justified in rejecting the prayer for interim injunction and that decision ought not to have been set aside by the High Court. We, therefore, allow the appeal, set aside the judgment under appeal and restore the order dated 29-4-2013 passed by the Bombay City Civil Court in Notice of Motion No. 344 of 2013 in Suit No. 408 of 2013.

21) In *A. Shanmugam*, (supra) the Apex Court has held in paras-43.6 and 43.7 as under:

43.6 The watchman, caretaker or a servant employed to look after the property can never acquire interest in the property irrespective of his long possession. The watchman, caretaker or a servant is under an obligation to hand over the possession forthwith on demand. According to the principles of justice, equity and good conscience, the courts are not justified in protecting the possession of a watchman, caretaker or servant who was only allowed to live into the premises to look after the same.

43.7 The watchman, caretaker or agent holds the property of the principal only on behalf of the principal. He acquires no right or

interest whatsoever in such property irrespective of his long stay or possession.

(emphasis added)

22) Thus, settled and effective possession of a person without title would entitle him to protect his possession even as against the true owner. The possession needs to be (i) effective, (ii) undisturbed, and (iii) to the knowledge of the owner. A casual act of possession does not have the effect of interrupting the possession of the rightful owner. Even a trespasser can be in a settled possession and can prevent the owner from taking over possession except in accordance with procedure prescribed in law. The possession should contain an element of *animus possidendi* i.e. intention to possess. Occupation of property by a caretaker, servant or agent, even for a long time, would not elevate him to the status of a possessor as such person holds possession on behalf of his principal or employer.

23) Keeping in mind the above broad principles relating to determination of possessory claims of a person, I now proceed to examine whether the Plaintiffs can be treated as being in possession of the suit premises or they were merely gratuitous occupiers or occupied the premises as agents of Defendants. This is where the real contest between the parties lies. It is Plaintiffs' case that they have been put in possession of the Suit Premises since the year 2011. Plaintiffs also claim that there was agreement with the Defendant for executing documents of title in favour of Plaintiffs and that the possession was handed over in view of the agreed arrangement. On the other hand, it is the claim of Defendants that Plaintiffs were put

in occupation of the suit premises in September 2014 as mere agents and permissive users of Defendants. In support of their contention of permissive occupation since September 2014, Defendants have relied upon Order dated 30 September 2014 and Undertaking dated 29 October 2014. Ordinarily, inquiry into the date of entry into the suit premises by Defendants would have been irrelevant as Section 6 of the Act merely requires proof of possession of the suit premises on the date of dispossession. In the present case, however, Defendants have taken specific plea that Plaintiffs have been put in mere permissive occupation of the suit premises by virtue of order dated 30 September 2014 and Undertaking dated 29 October 2014. It is on account of reliance by the Defendants on the above two documents that some inquiry would be necessary into the day on which and the manner in which Plaintiffs have entered the suit premises.

24) Before proceeding further to deal with the effect of Order dated 30 September 2014 and Undertaking dated 29 October 2014, it would first be necessary to examine Plaintiffs' claim of possession since June 2011. Plaintiffs have relied upon telephone bill issued by MTNL in the name of Plaintiff No.1 for July 2012 in respect of unit No.901. Plaintiffs have also relied on copies of ITR prior to 2014 depicting the address of suit premises. Therefore, the claim of Defendants of Plaintiffs securing permissive occupation of the premises by virtue of Order dated 30 September 2014 and Undertaking dated 29 October 2014 appears to be *prima facie* erroneous. Plaintiffs appear to be present in the suit premises well before passing of Order dated 30 September 2014 and filing of Undertaking dated 29 October 2014.

25) Turning to the background in which the Order dated 30 September 2014 was filed and Undertaking dated 29 October 2014 has been filed, it appears that Aditya Birla Retail Ltd. had initiated Arbitration proceedings against Defendant No.1 in which an Award was passed against Defendant No.1, who filed Petition under Section 34 of the Arbitration and Conciliation Act, 1996 challenging the Award, which was dismissed. Appeal (Lodg.) No. 623/2014 was filed by Defendant No.1 challenging the Order by the learned Single Judge. In that Appeal, Defendant No.1 undertook to deposit Rs.4.69 crores in the Court in two installments. The order dated 30 September 2014 records statement made on behalf of Defendant No.1 that an Undertaking would be filed by Managing Director of Plaintiff No.1 that the property in question belongs to Defendant No.1 and that none of the Companies would claim any right, title or interest therein and that they would occupy the premises with permission of Defendant No.1. Order dated 30 September 2014 passed in Notice of Motion (L) No. 2270/2014 in Appeal (Lodg.) No. 623/2014 reads thus:

Not on board. Mentioned at 3.00 p.m.. Upon mentioning, taken on board.

02. Having heard the learned counsel for the parties, we direct that the following interim arrangement shall operate during the pendency of the appeal.

(1) The appellant shall deposit Rs.4,69,09,741/ with the Prothonotary and Senior Master of this Court within eight weeks from today in two installments. The first installment in the sum of Rs.2,00,000/ to be deposited within four weeks from today and the balance amount to be deposited in the next four weeks.

(2) The partners of the appellant Firm as well as the Managing Director of A & O Reality (AOPL Ashapura Options Pvt.Ltd., Ashapura Housing Pvt. Ltd. and Ashapura Homes Pvt. Ltd) under the resolution passed by the Board of Directors of the said Company shall file an undertaking to the effect that the

property in question (described in undertaking) belongs to the appellant and that none of the three said companies has any right, title or interest in the said property and that they are only occupying the said premises with the permission of the appellant.

(3) We further direct that the interim arrangement which was permitted by order dated 8 June, 2010 in Appeal No. 432 of 2009 shall continue to operate upon deposit of Rs.4 Crores and the respondent will be at liberty to withdraw the amount upon furnishing security to the satisfaction of the Prothonotary and Senior Master of this Court.

(4) Upon deposit of the amount as aforesaid by the appellant and filing of the undertaking in this Court by the appellant as well as the aforesaid three companies, the attachment made by the order dated 17 September, 2014 pursuant to the warrant in Execution Application No. 978 of 2014 shall stand vacated and the attachment shall be lifted and no further steps shall be taken in the Execution proceedings.

(5) In case of default, this order shall stand vacated forthwith and the Execution proceedings shall be continued.

26) In pursuance of order dated 30 September 2014, Mr. Chetan Bhadra, partner of Defendant No.1 filed Undertaking dated 29 October 2014 stating therein that the three companies, Ashapura Options Pvt. Ltd.(Plaintiff No.1), Ashapura Housing Pvt. Ltd. (Plaintiff No.2) and Ashapura Homes Pvt. Ltd. (Plaintiff No.3) had no right, title or interest in the subject premises and that there were only using and occupying the premises with permission of Defendant No.1. The Undertaking dated 29 October 2014 reads thus:

UNDERTAKING BY APPELLANT

I, **Shri. Chetan Bhadra**, of Mumbai, Indian Inhabitant, Partner of Appellant, do hereby solemnly state and declare as under:-

1. In view of the order dated 30/09/2014 passed in the above Appeal, I state and declare that the premises unit nos. 901, 903 & 904 ,on the 9th floor of the Building known as "Hallmark Business Plaza" situated Near Gurunanak Hospital, Sant Gayaneshwar Marg, Bandra (East) , Mumbai:- 400059 (hereinafter referred to as "**subject premises**") is owned by M/s Ashapura Developers, the Appellant abovenamed in the above Appeal.

3. I hereby state and declare that ASHAPURA OPTION PVT LTD, ASHAPURA HOUSING PVT LTD and ASHAPURA HOMES PVT LTD (the Company) have no right, title or interest in the subject premises and the Companies are only using and occupying the subject premises with the permission of the Appellant firm.

Solemnly affirm at Mumbai)

Dated this 29th day of October 2014)

(emphasis and underlining added)

27) Plaintiffs contend that the Undertaking was filed to protect interests of Defendant No. 1 in respect of proceedings initiated by Aditya Birla Retail. In para-8.9 of the Affidavit-in-Rejoinder, Plaintiffs have offered following explanation regarding the Undertaking:

8.9. With reference to paragraph nos. 15 to 18 of the said Reply, the Plaintiffs repeat and reiterate what is stated hereinabove and deny the contents, averments and statements contained in the said Reply that is contrary and/or inconsistent therewith. The Plaintiffs deny any attempt to claim ownership or title to the Suit Premises in the present Suit as alleged or at all. It is denied that the Plaintiff has claimed to be a gratuitous licensee of the Defendants. The Plaintiffs state that the undertaking was produced only for the purpose of establishing the Plaintiffs' continuous and uninterrupted possession of the Suit Premises. **However, had the true nature of this arrangement been disclosed to the Hon'ble Court, it would have compromised Defendant No. 1's position and defense in the Aditya Birla Suit. Notably, the undertakings on behalf of both the Plaintiffs and Defendant No. 1 were signed by the same individual, who is a part of the Ashapura Group.** The Defendants are now misusing this undertaking for their own benefit. The Plaintiffs had submitted the undertakings to demonstrate their use, possession, and occupation of the Suit Premises, thereby denying all allegations made by the Defendants in the paragraph under Reply. Given the Defendants' conduct, the Plaintiffs now realize that the Defendants have orchestrated everything with the sole intention of

depriving the Plaintiffs of the Suit Premises, stealing their belongings, and causing damage and destruction.

(emphasis and underlining added)

28) The Undertaking appears to be signed by Mr. Chetan Bhadra, who is described as 'partner' of Defendant No.1. The Undertaking is filed on behalf of Appellant therein i.e. on behalf of Defendant No. 1 herein. Thus, the Undertaking was filed not just on behalf of Defendant No. 1, it is also shown to have been signed by Mr. Bhadra in his capacity as 'partner' of the First Defendant. The Undertaking is thus filed by Defendant No. 1 and may not strictly bind the Plaintiffs atleast in the present Suit. It therefore becomes *prima facie* unbelievable that Plaintiffs secured entry into the suit premises by virtue of the said Undertaking.

29) Also, the context in which the order dated 30 September 2014 was passed by the Division Bench and the Undertaking is filed must be understood. It appears that Aditya Birla Retail Ltd. had some claims against Defendant No.1 who projected before the Court that that no long-term interest was not created in respect of the suit premises so as to secure claim of Aditya Birla Retail Ltd. On Defendant No.1 depositing amount of Rs.4.69 crores, this Court permitted occupation of suit premises by Plaintiffs company while recognising title in respect of Defendant No.1. The arrangement was made possibly to secure claim of Aditya Birla Retail Ltd. The Undertaking is not filed by any of the Directors of the Plaintiff but is signed by partner of Defendant No.1. It therefore becomes difficult to infer that Plaintiffs were put in permissive occupation of the suit

premises by virtue of Undertaking dated 29 October 2014. It appears that Plaintiffs were already possessing the suit premises. However, partner of Defendant No.1 filed an Undertaking to project before the Court that no right was created in the suit premises on account of mere use and occupation of suit premises by Plaintiff Nos.1 to 3. Considering the background and manner in which, and the purpose for which the Undertaking was filed, in my view, Defendants cannot take benefit of the said Undertaking for the purpose of claiming that Plaintiff Nos.1 to 3 do not have possessory rights in respect of the suit premises. As observed above Plaintiffs possessed the suit premises well before filing of the Undertaking. Therefore, their entry into the suit premises cannot be attributed to the Undertaking filed by partner of Defendant No. 1. Also, the Undertaking did not have the effect of changing the nature of occupation of premises by Plaintiff. It did not convert status of Plaintiffs as possessor of premises to that of mere occupant as an agent of Defendant No. 1.

30) For deciding whether a person is in possession of the immovable property, there needs to be an element of *animus possidendi* i.e. intention to possess involving the mental element of possession, requiring a conscious intent to control and exclude others from the property. Did occupation of suit premises by Plaintiffs involve *animus possidendi* ? In my view, yes. They occupied the premises since June 2011. They admittedly operated their respective business offices from the suit premises. There is business tie up between Ashapura Group and Option Group and possession of the premises is handed over to Plaintiffs out of such business tie up. Photographs on record indicate operation of offices of Plaintiffs in the

premises with several employees. Their presence in the premises is not stray or intermittent. They have been there in the premises for 13 long years prior to being disposed. They were permitted by Defendants to create several documents showing their business address at the suit premises, without any demur. In my view, all elements of possession are satisfied by Plaintiff. They are not casual visitors to the premises. They have not chanced upon the premises nor merely happened to be there when act of dispossession occurred. They are not trespassers either. They had intention of possessing the premises. Their presence in the premises is deliberate with full knowledge of the Defendants. The theory put forth by Defendants, by relying on the Undertaking, that Plaintiffs occupied premises as their agents is unacceptable for reasons indicated above. The Undertaking does not use the words 'agent' or 'agency'. In my view therefore, possession of suit premises by Plaintiffs is *prima facie* established for the purpose of Section 6 of the Specific Relief Act.

31) Therefore, in the facts and circumstances of the present case, Plaintiffs cannot be treated as agent or servant acting at the instance of Defendant No.1. What is established is a not a casual act of possession. The possession of suit premises by the Plaintiff is *prima facie* proved to be effective, undisturbed and to the knowledge of Defendants. Plaintiffs are also not trespassers in the suit premises. It is another thing that even a trespasser in a given situation can seek protection of possession under Section 6 of the Specific Relief Act which concept is recognised in *Rame Gowda* (supra). Thus, even *qua* the trespasser in settled possession of property belonging to rightful owner can be evicted by an owner only after taking recourse to the remedy in law.

32) In my view, it is not necessary to delve deeper into the aspect of availability of protection under Section 6 of the Specific Reliefs Act to a gratuitous or a permissive occupier. In the present case, Plaintiffs cannot be held to be either gratuitous occupier or mere permissive occupier. Possession of suit property by them much prior to filing of Undertaking dated 29 October 2014 is *prima facie* established. The Undertaking of 29 October 2014 filed by partner of Defendant No.1 would not convert 'possession' of Plaintiffs into a mere 'gratuitous occupation' or 'occupation as agent' of Defendant No.1. What Plaintiffs were doing prior to being dispossessed was to operate their office in the suit premises by having intention to possess the premises. Numerous photographs are placed on record to indicate operation of fully functional offices of Plaintiffs, presence of several employees, records and other articles. Plaintiff claims such possession since June 2011. Such act on the part of the Plaintiffs cannot be construed to mean mere occupation of suit premises as agent of the Defendants.

33) Apart from order of the Division Bench and the Undertaking, Defendants have strongly relied on the factum of disconnection of electricity supply to the suit premises for buttressing their claim that the Plaintiffs were otherwise not in actual physical possession of the suit premises. So far as the aspect of disconnection of electricity supply to the suit premises in October/November 2024 due to non-payment of dues is concerned, the same is an admitted fact. Defendants have produced copies of electricity bills showing huge outstanding amounts in respect of each of the units. It appears that in respect of Unit No.904, the outstanding amount as in August

2024 was Rs.5,84,870/-. In respect of Unit No. 901, outstanding amount was Rs.9,09,770/-. Defendants have also placed on record Intimation of Disconnection of electricity supply and meter removal dated 14 September 2024 in respect of Unit no. 904. Since Plaintiffs were operating their offices from the suit premises, it becomes difficult to believe that offices can be operated in absence of electricity in the suit premises. Defendants have also raised a plea that Plaintiffs have shifted their offices to different premises and are now no longer interested in using the suit premises. Disconnection of electricity supply may undoubtedly lead to an inference that it was impossible to operate offices of Plaintiffs without electricity. Plaintiffs have taken a stand that on 18 April 2025, electricity was restored by installation of generator. However, the act of dispossession has taken place two days later on 20 April 2025. No doubt therefore Plaintiffs are on a sticky wicket on account of disconnection of electricity supply.

34) In the light of admitted position of disconnection of electricity supply to the suit premises in September 2024 and possibly non-use of the suit premises by the Plaintiffs after September 2024, the issue that arises for consideration is whether Defendants could take over possession of the suit premises without filing any proceedings for recovery of possession thereof? The answer to my mind appears to be in the negative. Even if it is assumed that Plaintiffs could not operate their offices from the suit premises due to disconnection of electricity supply, the same would not mean that they gave up possession of the premises. No act by Plaintiffs is pleaded by the Defendants from which it can be inferred that they gave up their possession of the premises. The Plaintiffs continued to

possess keys of the premises. They apparently kept on visiting the premises. They did not hand over possession to Defendants in any manner. They did not let Defendants to visit the premises or be in it at any point of time. Therefore, mere discontinuation of electricity supply to the premises cannot be a reason to infer that Plaintiffs lost possession of the suit premises. Also, there is no correspondence on record prior to the act of dispossession alleging non-use of the suit premises by Plaintiffs. Defendants ought to have filed proceedings to recover possession of the suit premises from the Plaintiffs, if they were found to be not actually using the same. Defendants could not have taken law into their own hands for taking over forcible possession of the suit premises. Mere noticing of disconnection of electricity supply to the premises is not a reason enough for Defendants to start renovating the premises for being licensed out to third parties.

35) Use of force by Defendants to recover possession of the premises is writ large considering deployment of bouncers at the suit premises as visible from the photographs.

36) In my view therefore, Plaintiffs have made out a *prima facie* case of being in possession of the suit premises prior to being dispossessed. The act of dispossession has occurred within 6 months of filing of the Suit. Thus, the twin requirements of Section 6 of the Specific Relief Act are *prima facie* established.

37) While considering a litigant's entitlement for temporary injunction, approach of the Court is usually to preserve the *status quo*. In the present case, Plaintiffs have been put back in occupation of the suit premises by virtue of ad-interim order dated 8 May 2025. Considering the fact that Plaintiffs have been occupying the suit premises since the year 2011, it is otherwise appropriate that their occupation is continued during pendency of the Suit.

38) Plaintiffs have thus made out a *prima facie* case for grant of temporary injunction in their favour. Irreparable loss would be caused to the Plaintiffs if they are directed to hand back possession of the suit premises to Defendants by withdrawing the ad-interim order dated 8 May 2025. The balance of convenience is clearly tilted in favour of the Plaintiffs, who are dispossessed by the Defendants without taking recourse to remedy available in law. Now that Plaintiffs are in occupation of the suit premises in pursuance of order dated 8 May 2025, it is appropriate that this position is continued during pendency of the Suit.

39) The Interim Application accordingly succeeds partly, and I proceed to pass the following order:

- i) The ad-interim arrangement made vide order dated 8 May 2025 permitting occupation of the suit premises by the Plaintiffs would continue as interim injunction in Plaintiffs' favour and against the Defendants during pendency of the suit.

- ii) The Defendants are restrained from interfering in Plaintiff's occupation of the suit premises during pendency of the Suit.
- iii) Rest of the prayers in the Interim Application are not granted.

40) With the above directions, the Interim Application is partly **allowed** and disposed of.

41) List Interim Application (L) No. 27981/2025 for hearing on 13 November 2025.

[SANDEEP V. MARNE, J.]

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