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COPY OF APPLICATION No. 2574 2025

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On Exhibit No. 112 in

RD

No. 68/2016

Arjunayh v/s

Prakash

Pages 01



15/9/25
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16 SEP 2025

172
C

IN THE COURT OF CIVIL JUDGE JUNIOR DIVISION AT
AURANGABAD

R.D. No. 68/2016

Avinash V/s Prakash

Claim :

EXECUTION OF DECREE

PURSHIS ON BEHALF OF OBJECTION PETITIONER DR.
MANJU PARSI JILLA

Hon'ble Sir,

It is submitted that, dispute in between objection petitioner and decree holder and Judgment debtor is settled. The decree holder has already withdrawn the suit against param developers /purchaser from O.P. They have no dispute regarding ownership and possession of objection petitioner over suit property. As the matter is settled, the objection petitioner does not want to proceed with the objection. Hence objection petition may kindly be dispose of in view of compromise in between the parties. Hence it is submitted for kind perusal of this Hon'ble court.

Date: 12.09.2025

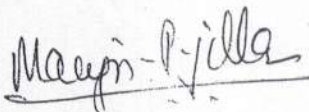
Place : Aurangabad

Objection Petitioner

Submitted by


P.N. SONPETHKAR

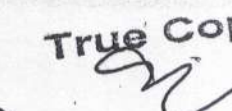
Advocate Aurangabad


DR. MANJU PARSI JILLA

Dr Manju Parsi Jilla



Compared by
Rm/14
Jr. Clerk 16-9-25

True Copy

Assistant Superintendent
Civil Court (S.D.)
Aurangabad

STAMP ON APPLICATION RS. 5//10
COPY OF APPLICATION No. 2148 2025

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On Exhibit No. 01 in RCS No. 261/2023

AKZUH consultancy vs Payam developers Pages 16



IN THE COURT OF HON'BLE CIVIL JUDGE S.D. AT
AURANGABAD.

Exh 01

R.C.S. No. /2023

Plaintiffs: - Akruti Consultancy Services
Through its partners

1. Avinash s/o Ganpatrao Solapure
Age- Major, Occ. - Business,
R/o.122, Krishna Apartment,
Jyotinagar, Aurangabad.
2. Pravin s/o Bapurao Mhaske
Age- Major, Occ. - Agril and Business,
R/o. - Rama nagar, Aurangabad.
3. Rahul s/o Sitaram Kharat
Age- Major, Occ.- Business,
R/o.- Naralibaig, Aurangabad.

Versus

Defendants: - Param Developers.
behind Tandoor Hotels,
Railway station Road,
through its Partners

1. Parmeshwar Santaram Rajbinde
Age- Major, Occ.- Business,
R/o.- As Above,
2. Avatarsingh s/o Indarsingh Sodhi
Age- Major, Occ. - Business,
R/o. - Shahnoorwadi, Aurangabad.
3. Rohit s/o Vivek Despande
Age- Major, Occ.- Business,
R/o.- Plot No. 53/54, Aditya nagar,
Garkheda, Aurangabad.

Claim: - Suit for Perpetual Injunction restraining the defendants, their agents, servants, or anybody claiming through them from carrying out construction over the suit land adm. 10.33 R.(1046.20 sq. mtrs.) from out of Survey No.12 within following boundaries Towards



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in Bauris

East-Remaining land of Om Co-op. Hsg. Society of survey No. 12, Towards West- 25 fts. Road, Towards South- 25 fts Road, Towards North- Land of Deshpande Puram E Aparment, from and out of Survey No.12 situated at Shahnoorwadi, Tal. and Dist.- Aurangabad, the land which is taken by the plaintiffs for development from the original owners.

AND

Suit for perpetual injunction restraining the defendants from alienating or disposing of above delineated property and from creating third party interest by any means.

Respected sir,

The plaintiffs most humbly submit as under,

1. Description of the property :-

Land admeasuring 10.33 R (1046.20 sq. mtrs.) from out of survey No. 12 within following boundaries,

Towards East- Remaining land of Om Co-op. Hsg. Society survey
No.12

Towards West- 25 fts. Road,

Towards South- 25 fts. Road,

Towards North- Deshpande Puram E Aparment,

situated at Shahnoorwadi, Tal. and Dist.- Aurangabad.

(The above described property will be called as a suit property henceforth)

2. That initially Om Co-operative Housing Society had purchased adm. 58.50 x 41 sq. mtrs. i.e. 2398.50 sq. mtrs. through a

registered sale deed bearing AGG-1/3970/1985 dated 26.06.1985
bounded as

East :- Usha Co-op. Housing Society (Proposed),
West :- Asha Co-op. Housing Society (Proposed),
South :- Om Co-op. Housing Society (Part-B),
North :- Dhobi Ghat.

So also the about mentioned society purchased another area
adm. 41x 58 sq. mtrs. i.e. 2398 sq. mtrs. through a registered sale
deed bearing No. AGG-1/3987/1985 dated 27.06.1985 from and
out of survey 12 situated at Shahnoorwadi, Aurangabad, bounded
as

East :- Usha Co-op. Housing Society (Proposed),
West :- Asha Co-op. Housing Society (Proposed),
South :- Saint Gadgebaba Co-op. Housing Society,
North :- Om Co-op. Housing Society.

The total land from this two sale deeds admeasuring 47 R. By way of
above sale deeds the Om Co-op. Hsg. Society was put in actual
physical possession of above mentioned area and was enjoining the
ownership.

3. The Om Co-op. Hsg. Society, on the basis of sale deeds
mentioned supra got its name mutated in revenue record i.e. 7/12
extract and mutation register. Om co-op. Hsg. Society wanted to
develop the above mentioned land and for that it had entered into
an agreement of development over the area mentioned above along
with other area with the plaintiff on 06.06.2014. The development
agreement is filed on record for kind perusal.

4. That since there was miss understanding arrived between Om co-op. Hsg. Society and plaintiff, Om Co-op. Hsg. Society had filed RCS No. 1067/2014 containing there in that plaintiffs are not performing the terms of the contract properly and also contended that plaintiffs are illegally developing the suit land and for recovery of possession of land admeasuring 25 R. A court commissioner was also appointed and accordingly on 26.04.2015 the land was measured wherein the possession of the Om CO-OP. Hsg. Society was ascertained. Thereafter the dispute was ended in compromise on 12.01.2015 and on 28.12.2015 compromise decree was passed. The copy of compromise decree is filed on record for perusal.

5. That by way of compromise decree Om Co-op Housing Society had agreed to receive reaming amount of consideration and execute registered sale deed in favour of plaintiff, however Om Co-op Housing Society was found avoiding to execute sale deed therefore, the plaintiff filed petition for execution of decree i. e. R. D. 68/2016 of 11.04.2016 which is pending for adjudication and compliance. One Manju Parsi Jilla madam appeared in said execution petition and filed an objection under Order 47 of C.P.C. contending therein that she had purchased the suit land from Suresh Parkar through registered sale deed bearing No. 6198/2001 admeasuring 11257 sq. ft i. e. 1046.20 sq. mtrs. She had also contended in said objection that she had filed complaint against present plaintiff on 18/04/2016, on the basis of which a crime bearing no.118/2016

was registered where in the present plaintiffs obtained bail and the matter is still pending for trial.

6. That on the basis of rival contentions in the above mentioned execution petition the court framed issues and accordingly said Manju Parsi Jilla filed her affidavit for examination in chief and the matter is now pending for cross examination. The present plaintiff filed an application Exh. 32 on 21/01/2021 against said Manju Parsi Jilla for grant of injunction wherein she filed her say and also filed an application Under Order 1 Rule 10 of CPC at Exh 36 requesting therein to add present defendant as party. She specifically contented in Exh-36 that she had sold the decreetal land to the present defendants on 03/01/2022 through a registered sale deed. Therefore for the first time the plaintiffs came to know that the defendants have got the sale deed executed in their favour. The executing court rejected both application i. e. Exh-32 & Exh-36 the copies of same are filed on record.

7. That on the basis of the above information the plaintiff obtained certified copies of alleged sale deed which is also filed on record for kind perusal.

8. That on the basis of the above mentioned alleged sale deed the defendants are trying to interfere and obstruct in the suit land. Not only this but the defendants have dumped their material like bricks, cement, steels, & wooden planks with an intention to carry out construction thereon which the plaintiff opposed but the defendants are very much influential having muscle and man power



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with them and they have threatened the plaintiff not to obstruct in process of their construction or else the plaintiff will have to face the dire consequences. The plaintiff submits that the defendants are in no way concern with the suit land. The land in fact was initially owned and possessed by Om Co-op Housing Society. The plaintiff have already paid handsome amount to Om Co-op Housing Society. The said society is to execute registered sale deed in the name of plaintiff and that execution is also pending. The plaintiffs submit that it is a compromise decree which is not appealable and in any case by any means, the Om Co-op. Hsg. Society cannot flout or deviate or deny or avoid the execution of sale deed in favour of present plaintiffs. In such circumstances the plaintiff have strong reason and suspicion that to avoid execution of sale deed Om Co-op Housing Society seems to have made conspiracy and joined hands with the present defendants. In fact with boundaries which are mentioned in the sale deed of the Om Co-op Housing Society the defendants have no nexus of any nature with the suit property.

9. That at the cost of repetition the boundaries of the suit property purchased by Om Co-op Housing Society are reproduced as below.

A) sale deed bearing No.3970/1985 purchased admeasuring 56 mtrs x 41 mtrs i. e. 2398.50 sq. mtrs dated 26/06/1985 Bounded as -

On East: Land of Usha co-op Hsg. society (proposed)
On West: Asha co-op Hsg. Society (proposed)

mischievous and with fraudulent and dishonest intention to grab or encroach upon the land of plaintiff, those boundaries are mentioned in sale deed and on the basis of the same, they have started carrying out the activities of undertaking the construction over the suit land by dumping and storing the material required for construction. The act of defendants is very much hazardous and detrimental to the right of the property of plaintiff. From the above mentioned illegal acts of defendants. The plaintiffs are constrained to file present suit. By the illegal acts the defendants are trying to change the nature of property for all these reasons, the defendants are required to be restrained from carrying out construction on suit property thereby granting decree of perpetual injunction.

10) The defendants have actually dumped the material required for construction over the suit land on 28/10/2022 and to restrain them and to stop their activities, plaintiffs had also filed an application at Exh-43 dated 03/11/2022, before the executing court therefore at the first instance cause of action has arisen for filing present suit on 28/10/2022 and the same is continued till today, since the activities of the defendants of carrying out further construction over the suit property are continued day to day.

11) That the relief sought by the plaintiff is of perpetual injunction for which suit is valued at Rs.1000/- for pecuniary jurisdictions and court fees of Rs. 200/- is paid herewith.

mischievous and with fraudulent and dishonest intention to grab or encroach upon the land of plaintiff, those boundaries are mentioned in sale deed and on the basis of the same, they have started carrying out the activities of undertaking the construction over the suit land by dumping and storing the material required for construction. The act of defendants is very much hazardous and detrimental to the right of the property of plaintiff. From the above mentioned illegal acts of defendants. The plaintiffs are constrained to file present suit. By the illegal acts the defendants are trying to change the nature of property for all these reasons, the defendants are required to be restrained from carrying out construction on suit property thereby granting decree of perpetual injunction.

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11) That the relief sought by the plaintiff is of perpetual injunction for which suit is valued at Rs.1000/- for pecuniary jurisdictions and court fees of Rs. 200/- is paid herewith.

- 12) That parties reside, property is situated and cause of action has arisen within territorial jurisdiction of this Hon'ble court therefore the court is empowered to try and decide the suit.

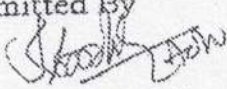
IT IS THEREFORE PRAYED HUMBLY

- 1) That the suit of plaintiff be decreed with cost.
- 2) The defendants their agents, servants or anybody, claiming through them be perpetually restrained from carrying out construction over the suit land admeasuring 10.33 R (1046.20 sq. mtrs) bounded as
On East :- remaining land of Om Co-op Hsg. Scty from No. 12,
On West :- 7.5 mtrs. road,
On south :- 9 mtrs. Road,
On North :- Deshpande Puram E apartment, from and out of Survey No.12, situated at Shahnoorwadi, Aurangabad (Suit Land).
- 3) The decree of perpetual injunction be passed against the defendants restraining them from creating thirty party interest and changing the nature of suit property by any means.
- 4) Any other equitable relief to which the plaintiff is found entitled be granted in the interest of justice and oblige.

Date: 25/03/2023

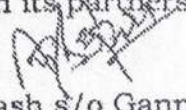
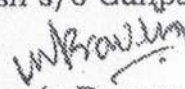
Place: Aurangabad

Submitted By


S. K. Borkar, Adv.

PLAINTIFFS

Akruti Consultancy Services
Through its partners

1. Avinash s/o Ganpatrao Solapure

2. Pravin s/o Bapurao Mhaske

3. Rahul s/o Sitaram Kharat


VERIFICATION

I, Pravin s/o Bapurao Mhaske, Age- Major, Occ. - Agril and Business, R/o. - Rama nagar, Aurangabad, do hereby state on oath as under, that the contents of this suit are true and correct to the best of my knowledge and belief. Hence it is verified on .03.2023 at Aurangabad.

Deponent

Pravin s/o Bapurao Mhaske

Pravin s/o Bapurao Mhaske



Back

Daily Status

IN THE COURT OF :IX Jt.Civil Judge J.D. Aurangabad.

Case No. :R.C.S./0000261/2023

Akruti Consultancy Services Vs Param Developers

Date : 03-04-2023

Presence	: Borkar S.K.,
Business	: Heard, Issue suit summons to the defendants. Order passed below EXh. 5 issue show cause notice to non applicants/ defendants as to why injunction prayed should not be granted on P. F. E.P. and S.B allowed on P.F and on necessary charges as per rules.For R/notice summons on 10.04.2023.
Next Purpose	: Appearance
Next Hearing Date	: 05-04-2023

IX Jt.Civil Judge J.D. Aurangabad.



ORDER BELOW EXH.01 IN RCS NO.261/2023

The plaintiff and the advocate are absent when called. No application on record. No evidence adduced. Hence, the suit is kept for dismissal order.



Digitally signed
by ANIKET
MUSALE
Date:
2025.01.17
17:39:05 +0530

Date: 17.01.2025.



(A. V. Musale)

11th Jt.CJJD, Aurangabad.

E-file case

MHAU020021322023



RCS No. 261/2023
Akruti V/s Param

ORDER BELOW EXH.1 & 5

1. The present application is filed under order XXXIX Rule 1 and 2 of Code of Civil Procedure 1908. Learned counsel for plaintiff prayed for ex-parte ad-interim injunction. Perused application, documents on record. Heard.

2. I have perused the documents. The suit is filed for Perpetual Injunction. It is the contention of plaintiff that the defendants are trying to construct over the suit property. It is the contention of plaintiff that he is owner in possession of the said plot. However the defendant is trying to dispossess him and therefore he prayed ad-interim Ex-parte injunction. (The court website is slow and this court can not see the application and documents attached with this case. The documents are seen from the counsel for the plaintiff.) Considering facts and circumstances of the case, there is no such urgency so as to dispense with the mandatory requirement of issuance of notice to opposite parties. The opposite parties are required to be given an opportunity to be heard before passing or granting any relief. Hon'ble Apex Court in **Ramrameshwari Devi & others Vs. Nirmala Devi and others** held that, short notice be issued to the defendant and only after hearing parties appropriate order should have been passed. There is no such urgency so as to dispense with the mandatory requirement of issuance of notice to opposite parties. Hence, considering the account of matter I pass following order :-

ORDER

- 1] Issue suit summons to the defendant for statement of issue and for filing their written statement.

E-file case

- 2] Issue show cause notices to the defendant as to why injunction prayed should not be granted returnable on 10.04.2023.
- 3] E.P and S. B is allowed if requested and on payment of necessary charges as per law.
- 4] Concern to comply accordingly.

SUBMIT
SURESHCHANDRA
CHHALLANI
Digitally signed by
SURESHCHANDRA
CHHALLANI
Date: 2023.04.03
17:43:06 +0530

(S.S.CHHALLANI)

Date:-03/04/2023

09th Jt. Civil Judge J. D.
Aurangabad.



MHAU020035792018



ORDER BELOW EXH.1 IN R.C.S. NO.261/2023

Akruti Consultansy Services Vs. Param Developers

The present suit was instituted for permanent injunction. Both the parties appeared before the court and filed the compromise terms stating that, the dispute is settled between the parties and the plaintiffs do not intend to proceed with the suit. They also filed the compromise terms on record. Thereby, it is prayed, compromise decree be passed. I read over the contents of the terms, to both the parties. They admitted them to be correct. Hence, no purpose shall suffice by keeping the matter pending. Therefore, I pass the following order:

ORDER

1. This suit (RCS No.261/2023) is disposed as compromised and withdrawn.
2. The compromise terms shall form part and parcel of the decree.
3. The compromise decree be prepared accordingly.
4. The court fee be refunded to the plaintiff as per rule.



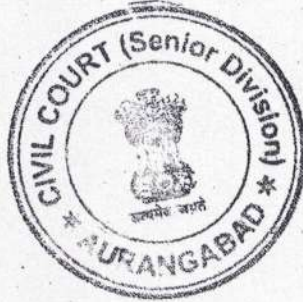
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ANIKET MUSALE
Date: 2025.10.13
13:55:35 +0530

Dated :13.10.2025.

(A. V. Musale)
6th Jt. C.J.J.D. Aurangabad.

CERTIFICATE

I affirm that the contents of this P.D.F. file order is same, word to word, as per the original order.	
Name of the Stenographer	Varsha Ajit Andurkar
Court	J.M.EC. Court No.06, Aurangabad
Date	13.10.2025
Order signed by the presiding officer on	13.10.2025
Order uploaded on	13.10.2025



True Copy

Assistant Superintendent
Civil Court (S.D.)
Aurangabad
28/10/25

Compared by
Jr. Clerk
28/10/25

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2 8 OCT 2025

On Exhibit No. 36 in RCS No. 261/2023

आकृती कन्सलटन्सी v/s परम डेव्हलप्स Pages 04



मा. दिवाणी न्यायाधीश कनिष्ठ स्तर औरंगाबाद यांचे न्यायालयात.
दिवाणी दावा क्रमांक - २६१/२०२३

Exn 36

आकृती कन्सलटन्सी सर्व्हिसेस ... वादी

विरुद्ध

परम डेव्हलपर्स

विषय : कायम मनाई हुकुम

तडजोडपत्र

१. प्रस्तुत प्रकरणी वादी, ओम सोसायटी व परम डेव्हलपर्स यांच्यामार्फत तडजोड झालेली आहे ती खालील प्रमाणे

२. आकृती कन्सलटन्सी यांना हे मान्य आहे की, प्रस्तुत प्रकरणातील परम डेव्हलपर्स यांच्या ताब्यात असलेली मालमत्ता ज्याचे वर्णन दाव्यात केलेले आहे, ती संपुर्णतः परम डेव्हलपर्स यांच्या मालकीची व ताब्यात आहे. सदरील मालमतेवर परम डेव्हलपर्स यांनी कायदेशीररित्या २८ फ्लॅट्स बांधलेले आहेत.

३. सदरील मालमतेवर ओम सोसायटी किंवा आकृती कन्सलटन्सी व त्यांचे भागीदार यांचा वरील मालमत्तेशी म्हणजेच परम डेव्हलपर्स यांच्या ताब्यात असलेली मालमत्ता काही एक संबंध नाही. भविष्यात देखील या मालमतेवर परम डेव्हलपर्स यांच्या ताब्यात



[Handwritten signatures and marks at the bottom of the page]

असलेल्या मालमतेवर ओम सोसायटी किंवा त्यांचे सदस्य व त्यांच्यातर्फे कोणीही व
आकृती कन्सलटंसी त्यांचे भागीदार व त्यांच्यातर्फे कोणीही वादातील मालमतेवर हक्क
सांगणार नाही. हे ओम सोसायटी व आकृती कन्सलटंसी यांना मान्य आहे की, वादातील
मालमत्ता परम डेव्हलपर्स यांना विकणारे डॉ. मंजु परसी जिल्हा यांनी सुरेश महादेव पारकर
यांचेकडून रितसर खरेदी केली होती.



आता वादी, प्रतिवादी व ओम सोसायटी यांमधील सर्व मतभेद मिटलेले आहेत
यांना वादातील मालमत्ता जी परम डेव्हलपर्स यांच्या ताब्यात आहेत व त्यांनी ती डॉ.
मंजु परसी जिल्हा यांच्याकडून घेतली आहे त्याबद्दल कोणताच वाद नाही व भविष्यात वाद
करणार नाही. गैरसमाजामधून दावा दाखल केल्या होता.

५. या तक्रारीनुसार डॉ. मंजु परसी जिल्हा यांनी रेग्युलर दरम्यान क्र. ६८/२०२६
मध्ये घेतलेले आक्षेप अर्ज परत घ्यावा व त्यामाठी या प्रकरणातील प्रतिवादी परम
डेव्हलपर्स मार्फत त्यांचे भागीदार यांनी स्वतः मंजु परसी जिल्हा यांना आक्षेप अर्ज परत
घेण्यासाठी विनंती करून त्यातुन आक्षेप अर्ज परत घेण्याची प्रक्रिया करावया लावावी.
कारण या प्रकरणात वादी यांची मंजु परसी जिल्हा यांची त्या जागेतील ११२५० रक्कम.

[Signature]

[Signature]

[Signature]

फुट करील मालकी मान्य केलेली आहे. केवळ ओम सोसायटीने भविष्यात हा मुद्दा

उपस्थित करू नये म्हणून सदरील खबरदारी घेणे आवश्यक आहे.

६. तरी नम्र विनंती की, प्रस्तुत तहजोडीनुसार दावा निकाली काढण्यात यावा.

आकृती कन्सल्टंसी सर्व्हिसेस मार्फत भागीदार

१. अविनाश गणपतराव सोलापुरे

२. प्रविण बापुराव म्हस्के

३. राहुल सिताराम खरात

मार्फत

अॅड. सतिश वोरकर

प्रतिवादी

परम डेव्हलपर्स मार्फत

१. परमेश्वर संतराम राजबिडे

२. अवतारसिंग इंदरसिंग सोधी

३. रोहित विवेक देशपांडे

मार्फत

अंड प्रदिप सोनपेटकर

// पडताळणी //

आम्ही आकृती कन्सलटंटसी सर्व्हीसेस मार्फत भागीदार १ अविनाश गणपतराव सोलापुरे २. प्रविण बापुराव म्हस्के ३. राहुल सिताराम खरात सर्व राहणार छत्रपती संभाजीनगर व प्रतिवादी परम डेव्हलपर्स मार्फत १. परमेश्वर संतराम राजबिडे २. अवतारसिंग इंदरसिंग सोधी ३. रोहित विवेक देशपांडे सर्व राहणार छत्रपती संभाजीनगर शपथेवर निवेदन करतो की, वरील तडजोड आमच्या सांगण्यानुसार तयार व टाईप करण्यात आली. आम्ही सर्व वाचुन पाहिले, त्यातील संपूर्ण मजकूर खरा व बरोबर आहे तरी आम्ही समजुन उमजुन प्रस्तुत तडजोड पत्रावर सहा केल्या आहेत.

आकृती कन्सलटंटसी सर्व्हीसेस मार्फत भागीदार

१. अविनाश गणपतराव सोलापुरे

२. प्रविण बापुराव म्हस्के

३. राहुल सिताराम खरात

मार्फत

अंड. सतिश मोरकर

प्रतिवादी

परम डेव्हलपर्स मार्फत

१. परमेश्वर संतराम राजबिडे

२. अवतारसिंग इंदरसिंग सोधी

३. रोहित विवेक देशपांडे

मार्फत

अंड प्रदिप सोनपेटकर



True Copy

Compared by
28-10-25
Jr. Clerk

Assistant Superintendent
Civil Court (S.D.),
Aurangabad