

15-10-25

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

The date on which the copy was applied
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Senior Clerk.
Civil Court S.D. Aurangabad. 2 8 OCT 2025

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2 8 OCT 2025

Senior clerk.
Civil Court S.D. Aurangabad.
Issue certified copy by C.J.S.D. Court Aurangabad. 2 8 OCT 2025

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

Akshat consultancy's Pattern Developed Pages 16



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

R.C.S. No. /2023

Exh 01

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

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.

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

mischief 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 contraction 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.

- 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.

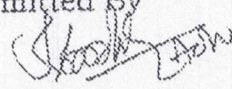
IT IS THEREFORE PRAYED HUMBLY

- 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

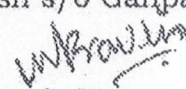
Submitted By


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

Back

Daily Status

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

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

Akruti Consutancy 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.



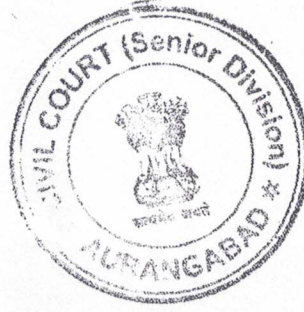
ORDER BELOW EXH.01 IN RCS NO.261/2023

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



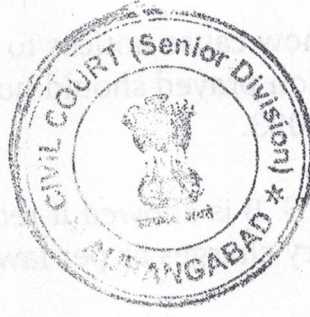
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by ANIKET
MUSALE
Date:
2025.01.17
17:39:05 +0530

Date: 17.01.2025.



(A. V. Musale)

11th Jt.CJJD, Aurangabad.



RCS No. 261/2023
Akruvi **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.

MHAU020035792018



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

Akruti Consultancy 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.



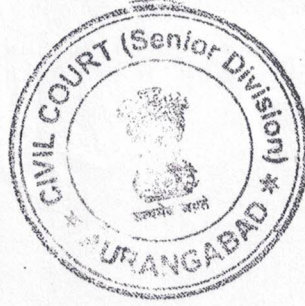
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ANIKET MUSALE
Date: 2025.10.13
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Dated :13.10.2025.

(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.F.C. 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