

Civil Suit

IN THE COURT OF THE HON'BLE CIVIL JUDGE(JR.DIVISION) ULHASNAGAR,
AT ULHASNAGAR.

R. C. S. No : 156 /2013

1. Shri. Shreenivas Waman Oka

Age : 82 Yrs, Occ : Advocacy

2. Shri. Prabhakar Waman Oka

Age : 71 Yrs, Occ : Retired

Both Residing at 'B' Wing ,
Vikas Complex, Thane (West)

Tal : and Dist : Thane.

...Plaintiffs

Plaintiffs No. 1 and 2 being represented
through their Constituted Attorney

Shri. Azam Yusuf Kohari

Age : 54 Yrs, Occ : Business

Residing at 169, Kohari Mohallah
Badlapur Gaon,

Tal : Ambarnath, Dist : Thane.

Versus

1. Smt. Charubai Harishchandra Dhumal

Adult, Occ : Not Known

Residing at Mankivali, Badlapur East

Tal : Ambarnath, Dist : Thane

2. Shrutika Constructions through
through their Owner

Shri. Sandesh Shyam Sable (as per Development Agreement)

M/s. Shrutika Constructions through
through their Partner

Shri. Sandesh Shyam Sable (as per rectification deed)

Adult, Occ : Business

Having Office address as

at B/7, Sai Sagar Complex,

Near HDFC Bank, Palm Beach Road,

Sector - 13, Sanpada.
Navi Mumbai.

3. Kulgaon Badlapur Municipal Council,
summons to be served upon the
Chief Officer, Kulgaon Badlapur Municipal Council,
Having office address as
Kulgaon Badlapur East
Tal : Ambarnath, Dist : Thane

...Defendants.

Suit for Perpetual qua
Prohibitory Injunction valued at
Rs. 1000/- is as under:

MAY IT PLEASE YOUR HONOUR:

The Plaintiffs most respectfully begs to submit before this Hon'ble Court as under:

1. The Plaintiffs state that the Plaintiffs are the owners of the property more specifically mentioned in the schedule 'A' of property and the names of the plaintiffs are held upon the Record of Rights qua the Village Form No. VII / XII till date and in lieu of the same to protect their said rights and interests upon the said property, by restraining the Defendants from acting arbitrary and performing mala fide acts. The Plaintiffs are the victim of the mala fide acts of the Defendant No. 1 and 2. The Defendant No. 3 is the Local Self Governing Institution and the concerned authority therein has acted in collusion with the Defendant No. 2 thereby signifying for Nepotism.
2. The Plaintiffs states that the suit dispute and facts circumstances etc are to the personal knowledge of the attorney of the Plaintiffs qua eyewitness and Plaintiffs being well conversant and able to understand the general and legal terminology empower their Constituted Power of Attorney to represent for and on behalf of them in this suit in all ancillary / incidental

proceedings thereto right from inception is plaint presentation and till finally adjudgement by the Hon'ble Court and other inferior / superior competent forums i.e. of the locus standi for tenability of related suit and hence instead of the Plaintiffs No. 1 and 2 he has signed the plaint as well per Order 2 Rule (1) and (2) and Order 3 Rule (1) and (2a) of the Code of the Civil Procedure, 1908 on account of their physical anxiety since the Plaintiff No. 1 and 2 being Senior Citizens as such. (The Copy of the said power of the Attorney is marked and annexed as Exh - 3 / 1)

3. The Plaintiffs states that, the Plaintiffs are the owner of the said property in lieu of their possession and absolute title over the property more specifically mentioned in the Schedule 'A' of the Suit Property herein under and the Plaintiffs are in possession of the said property from years together till date.

SCHEDULE 'A' OF PROPERTY

Revenue Village	Survey No. / Hissa No.	Total Area H - R - P	Area H - R - P	Assessment Rs. Ps
Kharvai	7 Pts / 1	01 - 42 - 07 potkharzla measuring about 00 - 51 - 00 in all 01 - 93 - 07	Total Area 01 - 93 - 07 Area held with the Plaintiff 01 - 33 - 07	03.60

And the property held originally in toto with the Plaintiffs is bounded on four sides as under :

East :

West :

North :

South :

(The copy of the 7 / 12 Extract is marked and annexed here with as Exh. 3 / 2.)

4. The Plaintiff submits that the present plaintiffs have dealt with regard to the suit property with the Defendant No. 1 by means of Registered Sale Deed bearing No. 7421 / 2009 Dated : 14.01.2010, and accordingly the Mutation Entry No. 829, Dated : 14.01.2010 came to be effectuated upon the Record of Rights. The Schedule of the same ensues as under

SCHEDULE 'B' OF PROPERTY

Revenue Village	Survey No. / Hissa No.	Area H - R - P	Area held as Suit Property H - R - P	Assessment Rs. Ps
Kharvai	7 Pts / 1	01 - 42 - 07 potkharaba measuring about 00 - 51 - 00 in all 01 - 93 - 07	Total area 01 - 93 - 07 from the same an area of 00 - 60 - 00	03.60

The aforesaid properties held at Schedule 'A' and 'B' hereinafter for the sake of brevity and convenience be referred to as the Suit Properties concerning for the place and area being held under for development as such.

5. The Plaintiff states that although the said land to the extent of 60 gunthas was sustained to the Defendant No. 1 in lieu of Sale Deed between the Plaintiffs and the Defendant No. 1 the said land was not bifurcated on ground by metes and bounds. Even the Record of Rights qua the Village Form No. VII : XII accommodates for the names of the both the Plaintiffs and the Defendant No. 1. On the contrary it was decided in Assensio Mentium between either parties qua the Plaintiffs and the Defendant No. 1 and more especially her son that after the registration of the land by means

of Sale Deed, and in consonance with the same after the effectuation of the names upon the Record of Rights, either parties would proceed to initiate the procedure for separation of the Village Form No. VII / XII to processed with the Office of Sub Division Officer, Ulhasnagar. The Plaintiffs also intimated the son of the Defendant No. 1 and herself in person that they would sustain their signatures as and when necessary for the aforesaid procedure, but they be intimated in advance, as they being the senior citizens, for which both the Defendant No. 1 and her son agreed.

6. The Plaintiff states that thereafter for one or the other reason the Defendant No. 1 trailed the said issue and procedure to be initiated with the Office of Sub Division Officer, Ulhasnagar, for the bifurcation of the Village Form No. VII / XII, wherein after conducting survey the land gets bifurcated upon the Record of Rights and even on ground by metes and bounds.
7. The Plaintiff submits that the suit land held at Schedule 'A' of the Suit Property are in the exclusive possession of the plaintiffs. The Defendant No. 1 had sustained a portion of 40 Gunthas to the Defendant No. 2 by means of Registered Development Agreement bearing No. 12674 / 2011, Dated : 12.12.2011, registered with the Office of Sub Registrar of Assurances, Ulhasnagar - 2, for the development of the apportioned piece of land supported with a Power of Attorney for performing all such ancillary work on behalf of the Defendant No. 1. Thereafter in lieu of the Rectification Deed, Dated : 1925 / 2012, Dated : 22.02.2012, the area held for Development was rectified to the extent of 42.5 gunthas. Thereafter in consonance with the said development agreement, the Defendant No. 2 proceeding in furtherance of his intention to develop the said property being held from the Defendant No. 1 in lieu of the aforesaid Development

Agreement proceeded to gain such sanctions from the local self governing body i.e. is the Defendant No. 3.

1. The Plaintiff submits that the Defendant No. 1 and 2 were well aware of the fact that the said property is not bifurcated on ground by metes and bounds and still the Defendant No. 2 proceeded to gain such permissions and sanctions from Defendant No. 3, and the Defendant No. 3 without verifying the tenability of the proposal, sustained such commencement certificate in the favour of the Defendant No. 1 and 2 vide Commencement Certificate No. जा.क./कु.स.प. / नरवि/बा.प./2910-296 /, Dated : 22.03.2012, (the contents of the Commencement Certificate to be read in vernacular i.e. Marathi.), Dated : 22.03.2012, wherein 7 storeyed tower, with three wings without following the due process qua without directing the Defendant No. 1 and 2 to obtain necessary no objection for such proposed construction. Thus the Defendant No. 2 has proceeded to initiate such construction upon the suit property and the Plaintiffs being senior Citizens were absolutely unaware of the said fact. Thus the act of sanctioning of plan and sustaining such Commencement Certificate by the Defendant No. 3 is in high conspiracy with the Defendant No. 2, who with an Animus Possidendi has drawn such strategy, to defeat the rights of the Plaintiffs, and moreover the status of the land being agricultural one would be diminished if any such foreign material would be laid upon the area lying in the share of the Plaintiffs and which is yet to be decided by metes and bounds on ground. (The Copy of the said Commencement Certificate is marked and annexed as Exh - 3 / 3.)

9. The Plaintiffs submits that the Plaintiffs qua their Constituted Attorney duly have enquired with the Office of the Defendant No. 3, i.e. Kulgaoon Badlapur Municipal Council more especially with the Town Planning

nature of the land to be of agricultural type and the Animus of the defendant no. 1 and 2 of construction and of alienation of property by the defendant no. 1 and 2 and to secure the safety of the suit property and the persons of the plaintiffs, especially when the plaintiffs are patients and senior citizens as such.

16. The Plaintiffs state that they have not sought the same plaint relief redress from any other forum and this is the first initial one.
17. The Plaintiffs state that the plaintiffs further crave leave of this Hon'ble Court and reserve their right to do needful acts compliances for furtherance of true and real adjudication as when deem to be necessary including their right to proceed independently against the defendant under criminal and other laws. The plaintiffs reserves their rights to amend, alter, rectify their pleadings to the scope to be held under for true and real adjudication of matter. The plaintiff also reserves their rights to opt for the due recourse of law as is available to him apart from the present suit pleadings as is applicable by law for time being in force.
18. The Plaintiff state that the plaintiff has filed the affidavits alongwith the suit and the application for Temporary Injunction, and also have annexed the copy of plaint, application for Temporary Injunction and the documents relied upon by the plaintiff in Xerox form for the defendant alongwith the present suit in consonance with the Order 7, Rule 9 of the Code of Civil Procedure, 1908.
19. That for the purposes of jurisdiction,
 - a. This Hon'ble Court being a Civil Court it is competent Court jurisdiction for injunction suits especially both under Specific relief Act, 1963, and under Order 39 Rule (1) and (2) of the Code of the Civil Procedure, 1908,

b. That the suit property is situated at Kharvai, Tal : Ambarnath, within the local limits of jurisdiction hence this Hon'ble Court has territorial jurisdiction to try this suit.

c. That the suit property is valued as such in just this Hon'ble Court has the pecuniary jurisdiction to try this suit

20. The Plaintiffs state that the suit claim is valued qua defendant defendants have no title or right over the said suit property notice for dispossessing the present Plaintiffs restraint by injunction and the relief being held Non monetary in terms of the land the suit is valued at Rs. 1000/- per article and the amount against the same of Rs. 200/- is annexed herewith which is just and proper. Also the Plaintiffs has claimed for Injunctory relief the requisite of Rs. 200/- is also annexed herewith. And the Process fee against the same being Rs. 150/- (Rs. 50/- per defendant) is also annexed herewith.

21. The Plaintiffs therefore prays that :

a. That this Hon'ble Court be pleased to grant perpetual and prohibitory injunction and thereby direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from indulging and entering in the Suit property more specifically mentioned in the schedule of property.

b. That this Hon'ble Court be pleased to direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from dispossessing the Plaintiffs from the Suit property more specifically mentioned in the schedule of property.

c. That this Hon'ble Court be pleased to direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from creating Third Party

structure qua building being held upon Suit property more specifically mentioned in the schedule of property.

- d. That this Hon'ble Court be pleased to direct the Defendant No. 3 to demolish the construction qua structure if any upon the suit property.
- e. That this Hon'ble Court be pleased to grant prohibitory injunction and thereby direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from advancing threats of destroying the yield / harvest over in the Suit property more specifically mentioned in the schedule of property.
- f. This Hon'ble Court may declare that the Plaintiffs being the owners of the Suit property lying within the limits of the Revenue Village Kharvai, Taluka Ambernath, Dist. Thane. more specifically mentioned in the Schedule 'A' and 'B' of the Suit Property the Plan sanctioned in consonance with the Commencement Certificate being issued by the Defendant No. 3 qua the Kulgaon Badlapur Municipal Council is arbitrary and ultra virus to the provisions of the law for the time being in force and the same is Void Ipso Jure and same be stayed Sine Die.
- g. That this Hon'ble Court be pleased to grant Temporary injunction and thereby direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from indulging and entering in the Suit property more specifically mentioned in the schedule of property.
- h. That this Hon'ble Court be pleased to grant temporary injunction thereby directing the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from creating Third Party

interest in the proposed structure qua building being held upon Suit property more specifically mentioned in the schedule of property.

- j. That this Hon'ble Court be pleased to grant Temporary injunction and thereby direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from advancing threats of destroying the yield / harvest over in the Suit property more specifically mentioned in the schedule of property.
- k. Ad interim relief be granted as prayed in clause g, h and i.
- l. Cost of the suit be provided.
- m. Any other relief which this court may deem fit and proper in the interest of the Justice.

These Plaintiffs ever prays before this Hon'ble Court in the Interest of Justice.

Filed in the Court

सदरवा मजकूर मराठीतुल्य समजुल घेतला व

At Ulhasnagar

बरोबर असल्याची खात्रीकरण सही पोली

Dated : 02.05.2013

/संमति दिला


Constituted Attorney for
(Plaintiffs)

VERIFICATION

We, Shri. Shreenivas Waman Oka and Shri. Prabhakar Waman Oka being represented by their Constituted Attorney Shri. Azam Yusuf Kohari in the aforesaid suit do hereby state on solemn affirmation that, whatever stated hereinabove in the suit is true and correct and to the best of our knowledge and information and We believe the same to be true and correct. We have got the contents in the plaint explained in vernacular i.e. marathi and both have found the same to be as per our instructions as true and correct and hence have signed over the same on this 2nd Day of May, 2013, at Lihasnagar.

Filed in the Court

सादरवा मजकुर मराठीतुल्य समजून घेतला. व

At Uthasnagar

परिचय अशुद्धाधी सात्रीयद्वय सहो येली

Dated - 02.05.2013

अंगुष्ठादिना

Sd/-
(Advocate for Plaintiffs)

Constituted Attorney for
(Plaintiffs)

IN THE COURT OF THE HON'BLE CIVIL JUDGE (J.D. DIVISION) ULHASNAGAR,
AT ULHASNAGAR.

R.C.S. No. 156/2013

Plaintiff

Shri. Shreenivas Waman Oke
And another

versus

Defendants

Smt. Charubai Harishchandra Dhumal
And others

LIST OF DOCUMENTS

<u>Sl. No.</u>	<u>Name of the Document</u>	<u>Exh</u>
1	Copy of the and power of the Attorney	5/1
2	Copy of the 7/12 Extracts of the Sub Property	5/2
3	Commencement Certificate issued by Defendant No. 3	5/3

Filed in the Court

At Ulhasnagar

Dated: 03.03.2013

Sd/-
(Advocate for Plaintiff)

Sd/-
(Defendants)

निवेदन क्र. १.१.१ (महापट्ट धार्मिक व लघु उद्यम अधिनियम १९६६ में कलम २५ व १६ जहाँ महापट्ट मण्डल परिषद लघु उद्यमों की भाँति औद्योगिक लघु उद्यम अधिनियम १९४८ में कलम १८९ अन्तर्गते

[illegible]



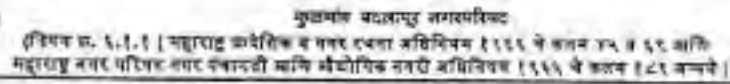
मुद्रांकित बदलाव नमूनापत्र

(विनम.सं. १.१.१ (बहादाव्) आदेशिक व नगर स्वामि अधिकारिण १९६६ च नमून ३५ व ३६ आणि बहादाव् नगर अधिनियम नगर नमूनापत्र अधिनियम १९६६ च नमून १०९ बाबते)

बांधणीय नमूनापत्र

४४. नमूनापत्र _____ (नाम) केवळ या नमूनापत्र अन्वये बांधणीय नमूनापत्र तयार करील.
४५. ना.नि.न.अ.वि.न.अ. विनम.सं. १.१.१ (बहादाव्) आदेशिक व नगर स्वामि अधिकारिण १९६६ च नमून ३५ व ३६ आणि बहादाव् नगर अधिनियम नगर नमूनापत्र अधिनियम १९६६ च नमून १०९ बाबते.
४६. नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील.
४७. नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील.
४८. नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील.
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५०. नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील.
५१. नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील.
५२. नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील.
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५९. नमूनापत्र तयार करील व बांधणीय नमूनापत्र तयार करील.



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कुलसचिव बटमापुर नगरपालिका

मुज्याविज्जती तवा विधीजन पाणिनामी
कुसुमांक उरतापूर तहदेविधर

- 1) ना. मरिचि मिर्चोवक, कुम्हो म्हालवर्ध उदंग विद्याल प्राधिकाक जाले.
2) ना. विन्नुपिचिकारी, जाले.
3) _____ म्हालवर्ध कुम्होपिचिकारी जाले.
4) म्हालवर्ध म्हालवर्ध, म्हालवर्ध.



No Cause Notice has been received
till moment

S.H.
(Plaintiffs)

IN THE COURT OF THE HON'BLE CIVIL JUDGE(JR.DIVISION) ULHASNAGAR,

AT ULHASNAGAR:

R. C. S. No. : 156 /2013

Shri. Shreenivas Waman Dik
And another

... Plaintiffs

Versus

Smt. Charubai Harishchandra Dhume
And others

... Defendants

APPLICATION UNDER ORDER 39
RULE 1 AND 2 R/W SECTION 151 OF
CODE OF CIVIL PROCEDURE, 1908, IS
AS UNDER:

MAY IT PLEASE YOUR HONOUR,

The Plaintiffs most respectfully begs to submit before this Hon'ble Court and reiterates all the contents and contentions of the Plaint with the present application for Interim relief as under:

1. The Plaintiffs state that the Plaintiffs are the owners of the property more specifically mentioned in the schedule 'A' of property and the names of the plaintiffs are held upon the Record of Rights qua the Village Form No. VII / XII IIII date and in lieu of the same to protect their said rights and interests upon the said property, by restraining the Defendants from acting arbitrary and performing malafide acts. The Plaintiffs are the victim of the malafide acts of the Defendant No. 1 and 2. The Defendant No. 3 is the Local Self Governing Institution and the concerned authority therein has

acted in collusion with the Defendant No. 2 thereby signifying for Nepotism.

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3. The Plaintiffs states that, the Plaintiffs are the owner of the said property in lieu of their possession and absolute title over the property more specifically mentioned in the Schedule 'A' of the Suit Property herein under and the Plaintiffs are in possession of the said property from years together till date.

SCHEDULE 'A' OF PROPERTY

Revenue Village	Survey No. / Hissa No.	Total Area H - R - P	Area H - R - P	Assessment Rs. Ps
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And the property held originally in toto with the Plaintiffs is bounded on four sides as under :

East :

West :

North :

South :

(The copy of the 7 / 12 Extract is marked and annexed here with as Exh. 3 / 2.)

4. The Plaintiff submits that the present plaintiffs have dealt with regard to the suit property with the Defendant No. 1 by means of Registered Sale Deed bearing No. 7421 / 2069 Dated : 14.01.2010, and accordingly the Mutation Entry No. 829, Dated : 14.01.2010 came to be effectuated upon the Record of Rights. The Schedule of the same ensues as under :

SCHEDULE 'B' OF PROPERTY

Revenue Village	Survey No. / Hissa No.	Area H - R - P	Area held as Suit Property H - R - P	Assessment Rs. Ps
Kharvai	7 Pts / 1	01 - 42 - 07 potcharaha measuring about 00 - 51 - 00 in all 01 - 93 - 07	Total area 01 - 93 - 07 from the same an area of 00 - 50 - 00	03.60

The aforesaid properties held at Schedule 'A' and 'B' hereinafter for the sake of brevity and convenience be referred to as the Suit Properties concerning for the place and area being held under for development as such.

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of land supported with a Power of Attorney for performing all such ancillary work on behalf of the Defendant No. 1. Thereafter in lieu of the Rectification Deed, Dated : 1925 / 2012, Dated : 22.02.2012, the area held for Development was rectified to the extent of 42.5 gunthas. Thereafter in consonance with the said development agreement, the Defendant No. 2 proceeding in furtherance of his intention to develop the said property being held from the Defendant No. 1 in lieu of the aforesaid Development Agreement proceeded to gain such sanctions from the local self governing body i.e. is the Defendant No. 3.

8. The Plaintiff submits that the Defendant No. 1 and 2 were well aware of the fact that the said property is not bifurcated on ground by metes and bounds and still the Defendant No. 2 proceeded to gain such permissions and sanctions from Defendant No. 3, and the Defendant No. 3 without verifying the tenability of the proposal, sustained such commencement certificate in the favour of the Defendant No. 1 and 2 vide Commencement Certificate No. जल./मु.स.प. / संवि/स/१/२०१०-११ /, Dated : 22.03.2012, (the contents of the Commencement Certificate to be read in vernacular i.e. Marathi.) wherein 7 storeyed tower, with three wings without following the due process qua without directing the Defendant No. 1 and 2 to obtain necessary no objection for such proposed construction. Thus the Defendant No. 2 has proceeded to initiate such construction upon the suit property and the Plaintiffs being senior Citizens were absolutely unaware of the said fact. Thus the act of sanctioning of plan and sustaining such Commencement Certificate by the Defendant No. 3 is in high conspiracy with the Defendant No. 2, who with an Animus Possidendi has drawn such strategy, to defeat the rights of the Plaintiffs, and moreover the status of the land being agricultural one would be diminished if any such foreign

material would be laid upon the area lying in the share of the Plaintiffs and which is yet to be decided by metes and bounds on ground. (The Copy of the said Commencement Certificate is marked and annexed as Exh - 3 / 3.)

9. The Plaintiffs submit that the Plaintiffs qua their Constituted Attorney duly have enquired with the Office of the Defendant No. 1, i.e. Kulgaon Badlapur Municipal Council more especially with the Town Planning Department, wherein the concerned authorities being under the influence and nexus with the Defendant No. 2, told the Plaintiffs that the Plan and permissions were given in consonance with law and the same were proper and if they had any such grievance they could approach the Civil Court and have their grievance resolved upon there itself. Thus the Plaintiffs now do not have any other option but to approach before this Hon'ble Court as this court being the Lender of Last Resort for them.
10. The Plaintiffs state that thereafter the contractor of the Defendant No. 2 as on Dated : 22.04.2013 alighted upon the Suit Property with a truck of stones (vernacularly known as 'Dabar') and was on the mark of unloading the same, wherein the Attorney of the plaintiffs restrained him from doing so. The contractor of the Defendant No. 2 told the attorney of the Plaintiffs that the Defendant No. 2 has obtained valid permission from the Local Authority for such construction upon the suit property. Also the said Defendant No. 2 was accompanied with the son of the Defendant No. 1, who told the attorney of the plaintiffs that he need not obstruct the said work or else he would face dire consequences from the same and he is the only owner of the suit property admeasuring for 50gunthas and the plaintiffs have no any concern with him. The Constituted Attorney of the Plaintiffs immediately moved to the Kulgaon Badlapur East Police Station (Urban) as on 23.04.2013 with regard to such act of trespass of the

Defendant No. 2, but the Police authorities didn't paid any heed to the grievance of the attorney of the Plaintiff and directed him to approach to the Civil Court as the issue being of a civil nature. The Constituted Attorney of the Plaintiffs again as on for several times requested the contractor as on 28th of the April, 2013 at about 1.30 p.m. had been upon the suit property and found certain individuals accompanied with the Contractor of the Defendant No. 2 were about to unload the truck of bricks, the constituted attorney for the plaintiffs yielded them to evade from such an act but in vain, the said contractor and the son of the Defendant No. 1 threatened him to destroy his trees and shrubs upon the suit property as he i.e. the Defendant No. 1 and 2 had decided to construct upon the suit property. The said contractor of the Defendant No. 2 had used filthy language against the Constituted Attorney of the Plaintiffs and again warned him of the dire consequences if he continued to restrain from the suit property. Thereafter immediately again the plaintiff went to the Kulgaon Badlapur East Police Station,(Urban) the police authority denied to accept the complaint of the plaintiff on account the same being the civil issue and hence directed the plaintiff to move to the Civil Court and opt for due recourse of law.

11. The Plaintiffs states that the said land is a question of not only an emotional attachment for the Plaintiffs herein, as they earn their yield from the said land and the same is the source of income for the Plaintiffs but the same is a lender of remembrance of the fond memories with regard to the said land as such. The Plaintiffs states that for years together the said land is under cultivation and lies under the possession of the present Plaintiffs qua their Constituted Attorney who regularly visits the suit property and yields harvest from the same.

12. The Plaintiffs state that the cause of action has arose on firstly as on 22nd of April, 2013, for the first time and thereafter as on 23rd of April, 2013 when the plaintiff gave oral notice to the Defendants and thereafter as on 28th of April, 2013, when the plaintiff immediately went to the Kulgaon Badlapur Rural Police Station, the police authority denied to accept the complaint of the plaintiff on account the same being the civil issue and hence directed the plaintiff to move to the Civil Court and opt for due recourse of law and thus the cause of action continues and the cause of action persists and subsists till date and continues to survive hereinafter. Also the suit is well within limitation as per Sec. 5 of the Limitation Act, 1908.
13. The Plaintiffs state that in the present scenario it is prudent from the aforesaid pleadings that an urgency has evolved with regard to the filing of the present suit, as the plaintiff apprehends for alienation and dispossession and illegal development over the suit property. Hence the issue being of a severe nature the Suit Notice was necessitated but moreover it was the oral notice to the Defendant No. 1 and 2 as on 23rd of April, 2013.
14. The Plaintiffs state that the Plaintiffs have filed the suit wherein relief of Permanent Injunction is sought. Moreover the notice of suit as contemplated under Sec. 304 of the Maharashtra Municipalities, Nagar Panchayats, and Industrial Townships Act, 1965, can be very well dispensed with and is thus suit notice to Defendant No. 3 is not at all necessary in view of the provisions contained in the Sub Sec. (4) of the Sec. 304 of Maharashtra Municipalities, Nagar Panchayats, and Industrial Townships Act, 1965 as such.
15. The Plaintiffs submit that the plaintiff has prima facie case, and also the balance of convenience lies in the favour of the plaintiffs and the plaintiffs

shall suffer and is suffering the irreparable loss if the defendants are specifically not restrained from their illegal activities qua apprehension to be dispossessed and this plaintiff apprehends further irreparable loss if the defendant are not restrained from their illegal acts since in apprehension of illegal dispossession of the plaintiff from the suit property and apart from the same the status of the suit property has to be maintained considering nature of the land to be of agricultural type and the Animus of the defendant no. 1 and 2 of construction and of alienation of property by the defendant no. 1 and 2 and to secure the safety of the suit property and the persons of the plaintiffs, especially when the plaintiffs are patients and senior citizens as such.

16. The Plaintiffs state that they have not sought the same plaint relief redress from any other forum and this is the first initial ope.
17. The Plaintiffs states that apart from the recital of all the contents and contentions of the suit the Plaintiffs apprehends to get dispossessed from the said suit property and the hearing qua trial of the present suit would require fair time hence the Plaintiffs claims for initial relief as under
18. It is therefore prayed that :
 - a. That this Hon'ble Court be pleased to grant Temporary injunction and thereby direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from indulging and entering in the Suit property more specifically mentioned in the schedule of property
 - b. That this Hon'ble Court be pleased to grant temporary injunction thereby directing the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from creating Third Party

Interest in the proposed structure qua building being held upon Suit property more specifically mentioned in the schedule of property.

- c. That this Hon'ble Court be pleased to grant Temporary injunction and thereby direct the Defendant No. 1 and 2 their agents, assigns, representatives etc, to restrain themselves from advancing threats of destroying the yield / harvest over in the Suit property more specifically mentioned in the schedule of property.
- d. Costs of this application be granted to the Plaintiffs.
- e. Any other relief which this court may deem fit and proper in the interest of the Justice

That these Plaintiffs ever prays before this Hon'ble Court in the interest of justice.

Filed in the Court सदरमा मजबुत मराठीतुल्य समजुत पेशना व

At Kalyan बरोबर अराजवासी खालीकरून सही केली

Dated : 03.05.2013 /अंजल दिवा

Sd/-
Constituted Attorney for
(Plaintiffs)

VERIFICATION

We, Shri. Shreenivas Waman Oka and Shri. Prahakar Waman Oka being represented by their Constituted Attorney Shri. Azam Yusuf Kohari, the Plaintiffs in the aforesaid suit do hereby state on solemn affirmation that, whatever stated hereinabove in the application for temporary injunction is true and correct and to the best of our knowledge and information and We believe the same to be true and correct. We have got the contents in the plaint explained in vernacular i.e. marathi and both have found the same to be as per our instructions as true and correct and hence have signed over the same on this 3rd Day of May, 2013, at Ulhasnagar.

Filed in the Court

सदरका न्यायक मराठीतून समजून घेतला अ

At Kalyan

बरोबर असल्याची खात्रीकरण मही केले

Dated : 03.05.2013

/अंमल दिना

Sd/-
(Advocate for Plaintiffs)

Sd/-
Constituted Attorney for
(Plaintiffs)