



IN THE HIGH Court OF GUJARAT AT AHMEDABAD
R/APPEAL FROM ORDER NO. 196 of 2025
REASONED ORDER DATED 23/09/2025 IN R/APPEAL FROM ORDER
NO. 196 of 2025
With
CIVIL APPLICATION (FOR STAY) NO. 1 of 2025
In R/APPEAL FROM ORDER NO. 196 of 2025

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE MAULIK J.SHELAT

Sd/-

Approved for Reporting	Yes	No
	✓	

DHANVANTIBEN VIJAYBHAI PUROHIT & ORS.

Versus

GOVERNMENT OF GUJARAT & ORS.

Appearance:

MR BM MANGUKIYA(437) for the Appellant(s) No.

1,10,11,12,13,14,15,16,17,18,19,2,20,21,22,23,24,25,26,27,28,29,3,30,31,32,
33,34,4,5,6,7,8,9

MS BELA A PRAJAPATI(1946) for the Appellant(s) No.

1,10,11,12,13,14,15,16,17,18,19,2,20,21,22,23,24,25,26,27,28,29,3,30,31,32,
33,34,4,5,6,7,8,9

MR G.H.VIRK, GOVERNMENT PLEADER WITH MS DHARITRI PANCHOLI,
for the Respondent(s) no.1,3

MR G.H.VIRK, GOVERNMENT PLEADER WITH MR.S.H.VIRK &
MS.NENCY SHETH for Respondent(s) No.2,4

Mr.AKASH N. SHAH(10130), for respondent(s) No.5,6

CORAM: HONOURABLE MR. JUSTICE MAULIK J.SHELAT

Date : 23/09/2025

ORAL JUDGMENT

1. Heard learned advocate Mr. B.M.Mangukiya for the appellants and learned Government Pleader, Mr. G.H.Virk with learned Assistant Government Pleader Mr. Dharitri Pancholi appearing for respondent nos.1 and 3, learned Government Pleader, Mr. G.H.Virk with learned advocate Mr. S.H.Virk and



learned advocate Ms. Nancy Sheth for the respondent nos.2 and 4 and learned advocate Mr. Akash N. Shah for respondent nos.5 and 6 at length. Learned advocates of respective respondents served an advance copy, thus, appeared.

2. The present appeal from order is filed under S. 104 read with Order XLIII, Rule 1(r) of the Civil Procedure Code, 1908 (hereinafter referred to as "CPC") by the original plaintiffs of Civil Suit No.892 of 2025 against an order dated 22.09.2025, passed below Exhibit 6 and 7 in the aforesaid suit by the Chamber Judge, City Civil Court, Ahmedabad.

3. The Trial Court, while passing the impugned order dated 22.09.2025, refused to grant ad-interim injunction in favour of the plaintiffs, as prayed for. So, essentially against the refusal of ad-interim injunction, the appellants/plaintiffs have preferred the present appeal from order.

4. Further, it is brought to the notice of this Court that the appellants have not disclosed in the appeal that on the very date, the Trial Court, below Exhibit 39 in the aforesaid suit,



passed an independent order thereby, directed the plaintiffs to pay necessary Court fees under Section 6 (4) of the Gujarat Court Fees Act i.e. 1/4 ad-valorem fees calculated on the valuation of the suit property qua each plaintiff within 30 days.

5. Before advertng to the issue germane in the appeal, first of all, it is required to be noted that how, the present appeal is presented and circulated before this Court.

6. Learned advocate Mr. Mangukiya, who is a senior member of bar, practicing advocate of this Court, under the pretext that because of the non-granting of ad-interim injunction in favour of the plaintiffs by trial Court on 22.09.2025 (according to him, the impugned order made available late in the evening on 22.09.2025), defendants would demolish their flats overnight.

7. So, learned advocate Mr. Mangukiya, even not ascertaining any ground reality and without taking sense of pleaders appearing for State & Authority, in regards to any so



called demolition proposed at 6:00 AM on 23.09.2025, unnecessary troubled everyone including registry of this Court. Accordingly, there was a hue and cry made by the learned advocate Mr. B.M. Mangukiya, appearing for the appellants, whereby he knocked the door of registry of this Court at wee hours on 22.09.2025, with urgent circulation note duly signed by him, which appears to have been received by official of registry at about 00:20 AM hours of 23.09.2025. Learned advocate Mr. B.M. Mangukiya requested for urgent circulation of present appeal in late night itself.

8. The registry of this Court has taken serious note of such urgency sought by the learned advocate Mr. Mangukiya and as per procedure and rules of this High Court, first secured the administrative order of the Honourable the Chief Justice, circulated and placed the matter before this Court, today itself i.e. 23.09.2025.

9. As such, the working of this Court ordinarily starts at 11:00 AM; but having considered such hard press emergency



and eagerness on the part of learned advocate Mr. Mangukiya appearing for the appellants/plaintiffs, today this Court sat at 10:00 AM to hear the matter on an urgent basis. It is not out of place to mention that till hearing concluded at about 11:45 AM, no demolition work even started by respondents as alleged, even though before hearing of this matter starts, no such oral instruction passed on by this Court to learned advocate Mr. Virk appearing for Gujarat Housing Board in this regards.

10. After hearing the learned advocates appearing for the respective parties and having gathered the facts and previous orders passed by this Court on 02.09.2025 in Special Civil Application No. 11986 of 2024, it is noted that the plaintiffs did nothing between 02.09.2025 till 15.09.2025, as the suit came to be filed only on 15.09.2025. This Court was informed by the learned advocate Mr. Virk, appearing for the respondent – State & Gujarat Housing Board, that the defendant authorities, having been on caveat before Trial Court, served with an advance copy of plaint with documents and the



hearing of the injunction application taken place before the Trial Court on 22.09.2025. Up-to such date i.e. 22.09.2025, as per the order passed by this Court on 02.09.2025 in Special Civil Application No.11986 of 2024, the appellants/plaintiffs were protected.

11. Prima facie, after taking into account the following facts emerging from the record, and so also, noticed the aforesaid conduct of the appellants/plaintiffs and their advocate - learned advocate Mr. Mangukiya, it would surely indicate that yesterday late night (22.09.2025), an artificial urgency was created by learned advocate Mr. Mangukiya appearing for appellants/plaintiffs, inasmuch as for quite a long time after 02.09.2025, the plaintiffs did nothing in regards to approach the Civil Court at the first instance but instituted suit on 15.09.2025 through learned advocate Mr. Magukiya itself but waited till 22.09.2025 for hearing of injunction application.

12. Even, as observed above, the suit is also found to be not duly stamped, as undisputedly, as per the aforesaid order passed by the Trial Court, the plaintiffs are required to pay

necessary Court fees, to maintain suit. Such order is not challenged by the plaintiffs before this Court.

13. Furthermore, there is nothing on the record to remotely suggest that, as apprehended by the learned advocate Mr. Mangukiya in his aforesaid note filed with the Registry of this Court while sought for urgent circulation of this appeal, that the defendants were/are at the doorstep of the plaintiffs for demolition of their flats. Such being the case, misusing the machinery of this Court in such a manner, whereby putting everyone into motion at wee hours, that too without ascertaining the correct facts, according to this Court, the act of the learned advocate Mr. Mangukiya is highly deplorable, disgraceful and as such, condemnable, requires to be deprecated, on all counts.

14. It should not be forgot by any lawyer that first of all, lawyer is an officer of court, owes his/her duty towards Court to provide his/her aid and assistance to the Court, which dispenses the justice to the litigant. Even such duty would be much more on shoulder of senior member of bar appearing



before the Court. Once, senior member of bar fails in his/her duty, it passes on a wrong signal to other members of bar, who may be tempted to do an act, not graceful. So, at least, this Court, in no terms, approves such disgraceful act of learned advocate Mr. Mangukiya, a senior member of bar of this Court.

15. Nonetheless, at this stage, this Court would not like to make further comments on aforesaid conduct of the learned advocate Mr. Mangukiya, but put him on guard that in future, if it is found by this Court that again, such practice will be repeated by him, this Court will take very serious note of such conduct and will surely take cognizance, if so requires an appropriate action will be taken against him in this regard.

16. As far as possible, the parties will be referred to as per their original position before the Trial Court.

THE BRIEF FACTS OF THE CASE

17. Now, coming back to the facts of the present case, so issue germane in this appeal can be settled down, which are as under:-



18. The appellants herein are the original plaintiffs, whereas the respondents herein are the original defendants of Civil Suit No.892 of 2025 instituted by the plaintiffs/occupiers of Surya Apartment Part-2, Gujarat Housing Board, Sola Road, Ahmedabad. By filing this suit on 15.09.2025, the plaintiffs sought declaration and prohibitory injunction as prayed in Para-91 of the plaint.

18.1. The plaintiffs appear to be occupiers of Surya Apartment Part-2, and there appears to be a conveyance deed executed by the Housing Board - Defendant no.2, (hereinafter referred to as "the Board") in favour of the occupiers of such flats.

18.2. It is so recorded in the impugned order that though there are 35 plaintiffs, but only one copy of the conveyance deed was produced on record. This shows, how in casual manner, plaintiffs sought their right in the suit and especially sought for declaration of ownership of suit property in question.



18.3. Be that as it may, plain reading of the conveyance deed submitted along with the paper book before this Court would indicate that the flats in question have been built by the Board and a conveyance deed for the same was executed somewhere in the month of October, 1987, and the period of lease is going to expire in October, 2086.

18.4. One such conveyance deed made available in the paper book placed before this Court executed in favour of one Gandhi Dilipkumar Hiralal for Flat 155/1859, now, appears to have been occupied by Appellant no.2/Plaintiff no.2.

18.5. The terms of the conveyance deed would indicate that flats built by the Board will be sold / occupied by respective allottees as per the scheme framed by the Board. It is clearly mentioned and agreed between the parties, as per the clause-7 (1) (a) of such conveyance deed, that the party of the second part, (i.e., the occupier of the flat) shall hold the flat conveyed and described in Schedule 'A' 'B' as holder.



18.6. Further, it is clearly observed in ‘clause-c’ that such second party (occupier of flat) holds the leasehold right in the building of land jointly with co-holders, the association of which, he/she is the constituent member, in pursuance of the lease deed executed between the Board and the association.

18.7. The allotment letter issued by the Board in favour of the said Gandhi Dilipkumar Hiralal for the aforesaid flat would also indicate that the leasehold purchase price of the flat would be Rs.61,950/-, which was duly reflected in the Conveyance Deed, Allotment Letter – Clause No.5. The possession letter dated 01.09.1986 in favour of the said person by the Board would also show him as a leaseholder.

18.8. The said sale deed executed by the aforesaid Gandhi Dilipkumar Hiralal in favour of one Dinesh Mohanlal Vyas and Nitaben Dinesh Vyas for the aforesaid flat would also indicate that the land in question hold by him on a lease basis but the flat is occupied and owned by him. There is a clear reference in such sale deed that it was owned by the occupier



as per the rules and regulations of the Board & of Surya Apartment-2, as the case may be.

18.9. It appears that from such predecessors, namely, Dinesh and Anita Vyas, Plaintiff No.2 might have purchased the aforesaid flat and is occupying it as on date.

18.10. Thus, considering the aforesaid documentary evidence on record, the land is owned by the Board but given on lease to each flat holder/occupier, members of Surya Apartment-2 with whom Board has lease deed for suit land in question.

18.11. It appears that Surya Apartment-2 flats have become too old by the passage of time, which requires redevelopment as per the scheme framed by the State, implemented through the Board. So, the association of Surya Apartment-2 flats, having obtained the consent of more than 75% of the occupiers of flats, i.e., 75% of 132 owners' consent, approached the Board for the redevelopment of Surya Apartment-2 vide its letter dated 13.10.2022.



18.12. Having received such requests and as the case of Surya Apartment-2 falls within the four corners of law, i.e., Section 60A of the Gujarat Housing Boards Act, 1961 (hereinafter referred to as "the Act, 1961"), the Board has accepted such proposal/request of the association, thereby, floated a tender in regards to the redevelopment.

18.13. Of course, the plaintiffs have not given any consent but undisputedly, as they fall within the minority group of members of Surya Apartment-2 and have not vacated their respective flats, the Board issued them notices in the month of February, 2024.

18.14. After following due process of law and giving them full opportunity of hearing, under Section 60A read with Section 56 of the Act, 1961, the competent officer, Gujarat Housing Board, Ahmedabad, passed an eviction order on 18.05.2024. Such order was carried before the appellate authority as per the provisions of the Act, 1961 by the plaintiffs themselves. After hearing the parties, the Secretary,



Urban Development and Urban Housing Department, State of Gujarat at Gandhinagar, dismissed their Appeal No.18 of 2024 vide its judgment and order dated 06.08.2024.

18.15. Thereafter, it appears that the plaintiffs, instead of filing a civil suit, chose to file a writ petition before this Court under Article 226 of the Constitution of India challenging the aforesaid orders passed by the competent officer and the appellate authority under the Act, 1961, being R/Special Civil Application No.11986 of 2024.

18.16. After hearing the parties and having heard the matter at length, the learned advocate, Mr. Mangukiya, incidentally appearing for the petitioners/plaintiffs/appellants herein, sought permission to withdraw such writ petition with a view to approach the competent Civil Court. Such permission was granted by a coordinate bench of this Court vide its order dated 02.09.2025 as referred to hereinabove. Thus, both these aforesaid orders passed by competent authority under the Act, 1961 become final.



18.17. In this background of facts, the suit came to be filed by the plaintiffs on 15.09.2025, wherein they sought an ad-interim injunction, thereby, requested the Trial Court to continue the protection granted by this Court in the said writ application till their injunction application so filed below Exhibit 5 can be decided.

18.18. Having heard the learned advocates appearing for the respective parties and also noticing the following flaw in the merits of the injunction application, Trial Court observed in the impugned order, which can be summarized as under:

(i) Though, the plaintiffs sought for the principal relief of declaration as to the ownership and possession of suit property in question, only one sale deed of Plaintiff No.9 is produced. Whereas, though the plaintiffs have not produced documents on the basis of which they can claim rights, no plausible explanation is forthcoming on record as to why all plaintiffs have not submitted the requisite title documents.

(ii) No notice under Section 71 of the Act, 1961 was issued prior to the institution of the suit, which is mandatory.



(iii) Furthermore, the requisite documents, on the basis of which the plaintiffs claim their rights, are not provided.

19. Thus, in light of the aforesaid, the Trial Court refused to grant an ad-interim injunction in favour of the plaintiffs.

SUBMISSIONS OF THE APPELLANTS/PLAINTIFFS

20. Learned advocate Mr. B.M. Mangukiya would vehemently submit that none of the provisions of the Act, 1961 applicable in the suit proceeding filed by the plaintiffs, thereby, no statutory notice under Section 71 of the Act, 1961 is required to be issued prior to the filing of the suit.

20.1. Learned advocate Mr. Mangukiya would submit that as per the conveyance deed executed by the Board in favour of the respective occupiers of flats, including the plaintiffs, it would clearly suggest that the price of the land was also received by the Board along with the cost of construction. It is respectfully submitted that when land along with flat sold by



the Board to the plaintiffs, the Board has no right to undertake any exercise of redevelopment.

20.2. Learned advocate Mr. Mangukiya would submit that once, the Board sold the suit properties to the plaintiffs, the Board retained no right, title, and interest in the suit properties, and as such, any interference by the Board under the guise of redevelopment is an illegal act on the part of the Board's officials.

20.3. Learned advocate Mr. Mangukiya would further submit that as such, no Rules framed by the State, pursuant to Section 60A of the Act, 1961, thereby, the Board has no right to enter into the suit premises by unauthorisdelly trying to evict the plaintiffs from their flats.

20.4. Learned advocate Mr. Mangukiya would further submit that if the provisions of Section 60A of the Act, 1961 are allowed to operate in favour of the Board, the provisions of Central Statutes like the Transfer of Property Act, 1882, the Registration Act, 1908, and the Indian Stamp Act, 1899, would



become nugatory. It is respectfully submitted that when there is a sale as per the Transfer of Property Act through registered conveyance deed, the right, title, and interest vest into the buyer, whereby, the Board lost all interest from the suit properties in question.

20.5. Alternatively, Learned advocate Mr. Mangukiya would submit that even if, by way of conveyance deed, the suit property given on lease basis, then also, in the absence of any breach of conditions of lease by the plaintiffs, the Board has no right to take possession of the suit property from them. It is submitted that unless and until, evidence will be laid by the parties, it would not be ascertained that actually any lease deed executed by the Board in favour of occupiers of flats or it was outright sale of immovable property in their favour.

20.6. Learned advocate Mr. Mangukiya would respectfully submit that if no ad-interim injunction, as prayed for by the plaintiffs granted, they would be ousted from their respective flats, and once its demolish, the suit would become



infructuous. It is respectfully submitted that the *status quo*, which has continued till 22.09.2025, must be continued till the final adjudication of the injunction application.

20.7. Lastly, learned advocate Mr. Mangukiya would submit that as there are disputed questions of fact and law involved in the suit, which require to be dealt with by the Trial Court, then, in the meantime, the suit property requires to be preserved, and for which, a prohibitory order needs to be passed by the Court.

20.8. Making the above submissions, learned advocate Mr. Mangukiya would request this Court to allow the appeal and grant the ad-interim injunction as prayed for.

SUBMISSIONS OF THE RESPONDENTS/DEFENDANTS

21. Per contra, learned advocate Mr. G.H. Virk, appearing for the State as well as the Board, would strongly object to the maintainability of the appeal as well as the granting of any relief as prayed in the appeal/injunction application.



21.1. At the outset, learned advocate Mr. Virk would raise serious issues, stating that without any basis and any threat given by the defendants - Board, an artificial urgency was created by the appellants, whereby the appeal was circulated in the wee hours of yesterday late night. It is respectfully submitted that the conduct of the plaintiffs would not entitled them to get any relief, much less any ad-interim relief. It is further submitted that when this Court passed an order on 02.09.2025, in Special Civil Application No.11986 of 2024, for quite a long time, the plaintiffs did nothing but first filed the suit on 15.09.2025, then suddenly felt to receive ad-interim injunction on 22.09.2025, day on which such hearing taken place before the Trial Court.

21.2. Learned advocate Mr. Virk would further submit that the suit filed by the plaintiffs is defective inasmuch as Court fees were not duly paid, and in that view of the matter, only upon such payment of Court fees by the plaintiffs within the time granted by the Trial Court, an injunction as sought for be considered by this Court. It is respectfully submitted that when



sufficient time was available with the plaintiffs before filing the suit, having knowledge of the reliefs as prayed in the suit and the cause of action stated therein, the plaintiffs supposed to file the requisite Court fees on the suit, and having not done so, they deliberately tried to delay their own suit proceeding.

21.3. Learned advocate Mr. Virk would further submit that as per Section 71 of the Act, 1961, it is mandatory on the part of the plaintiffs to serve a statutory notice before filing any suit against the Board, and having admittedly not done so, such suit proceedings cannot be commenced against the Board. It is submitted that when a mandatory provision of law is not complied with by the plaintiffs, until such defect is cured, no cognizance can be taken of such suit, and the question of granting any relief in favour of the plaintiffs would be far-fetched.

21.4. Learned advocate Mr. Virk would submit that the Trial Court, vide its order dated 22.09.2025, passed below Exhibit 6



and 7, has categorically observed that there are serious defects in the suit, which disentitle the plaintiffs from getting any ad-interim injunction. It is submitted that when there is no error, much less any gross error of law, committed by the Trial Court, and the reasons assigned by the Trial Court are germane from the suit instituted by the plaintiffs, this Court, having limited jurisdiction under Order XLIII, Rule 1(r) of the CPC, should not interfere with such impugned order.

21.5. Learned advocate Mr. Virk would further submit that as far as the merits of the plaintiffs' claim are concerned, there would be no serious prejudice caused to the plaintiffs inasmuch as all actions taken by the Board so far are in accordance with law. It is submitted that even prior to the passing of eviction order, the Board has already followed the procedure as envisaged under the Act, 1961, whereby the competent officer, as well as the Appellate Authority constituted under the Act, 1961, after giving an opportunity of hearing to the plaintiffs, passed an order of eviction, which was unsuccessfully challenged before this Court in the aforesaid writ petition. It is



respectfully submitted that all attempts by the plaintiffs failed, and as a last recourse, a civil suit came to be filed with the aforesaid defects. It is respectfully submitted that when plaintiffs have no *prima facie* case, they would not be entitled to get any relief.

21.6. Learned advocate Mr. Virk would further submit that as far as the balance of convenience is concerned, it would also not be in favour of the plaintiffs inasmuch as, out of 132 flat owners, around 110 flat owners/occupiers have already given their consent for the redevelopment of Surya Apartment Part-2 and accordingly vacated their flats, whereas plaintiffs are still residing as on date in their respective flats. As such, when those persons have consented to redevelopment, having vacated their respective flats and now, residing in rented premises and waiting for their new homes, granting any relief in favour of the plaintiffs would ultimately delay the project, which has already kick-started and it would cause great hardship to majority members of the Surya Apartment Part-2.



21.7. Learned advocate Mr. Virk would further submit that there would not be any irreparable loss caused to the plaintiffs if an ad-interim injunction having not granted in their favour. It is respectfully submitted that once, the plaintiffs will be actually evicted from their respective flats, like others, they will also be paid a monthly rent till the time they are residing in rented premises and until new flats will be built by the developer and reoccupied them into newly constructed flats. It is submitted that as per the Redevelopment of Public Housing Scheme Guidelines, 2016, issued by the State of Gujarat, all plaintiffs/all flat owners/occupiers would get 40% more area than currently, they are occupying as per their respective conveyance deeds. It is submitted that as such, plaintiffs would get a new flat with a larger area than occupied by them as per the conveyance deed.

21.8. Learned advocate Mr. Virk would submit that considering the short period and that too at the last moment, the suit came to be filed and circulated by the plaintiffs before the Trial Court, as on date, defendants are not able to file



their reply/written statement. So, learned advocate Mr. Virk would states that his statements/submissions so far made would be based upon facts gleaned from the suit and documents submitted therewith, and also under the instructions of his client. Nonetheless, learned advocate Mr. Virk would request this Court that any other submissions, which are otherwise available to the defendants, at this stage having not been pressed into service, cannot be construed to have been given up by them.

21.9. Learned advocate Mr. Virk would submit that the arguments canvassed by learned advocate Mr. Mangukiya have no legal basis inasmuch as the Board never acted in contravention of any provisions of law, including the Central Statutes, which are referred in his submissions. It is submitted that as per Section 60A of the Act, 1961, when the consent of not less than 75% of owners/occupiers of a building is obtained by the Board, then any work in relation to the redevelopment of a building or apartment would be carried out by the Board. It is submitted that in the case on hand also,



such consent of 75% of owners/occupiers of Surya Apartment Part 2, where plaintiffs are residing, received by the Board through their association's letter dated 13.10.2022, and thereafter, the Board has started the work of redevelopment. It is submitted that in view of set procedure followed, the Board authorised under law to get plaintiffs evicted.

21.10. Learned advocate Mr. Virk would submit that when such consent is duly received by the Board from the owners/occupiers, as per Section 60A (2) and (3) of the Act, 1961, it shall be obligatory for all owners or occupiers to vacate the existing premises for the purpose of redevelopment. If, for any reason, any owner/occupier would not vacate the premises, the Board is authorized to take appropriate action for vacation of premises, as those owners/occupiers shall be treated as unauthorized occupants. It is submitted that when plaintiffs have not acted in accordance with the provisions of Section 60A of the Act, 1961, they would be treated as unauthorized occupants and needs to be evicted as per Section 56(3) of the Act, 1961. It is respectfully submitted that after



due process of law, an order of eviction came to be passed against the plaintiffs. As on date, such orders passed by the competent authority as per the Act, 1961 stand and were not disturbed even by this Court in the aforesaid writ petition; the question of granting any injunction in favour of the plaintiffs would be inappropriate and not in the interest of other owners/occupiers, who gave consent for redevelopment.

21.11. Learned advocate Mr. Virk would respectfully submit that as per settled legal position of law, the things which cannot be done directly, cannot be done indirectly. It is submitted that when all efforts of plaintiffs to stall redevelopment failed upto this Court, at fag end, when they approached the civil court, no relief should be passed on to plaintiffs, having so far not granted by civil court.

21.12. Making those submissions, learned advocate Mr. Virk would request this Court to dismiss the appeal with exemplary costs.



POINT FOR DETERMINATION

21.13. *Whether, in the facts and circumstances of the case, is there any irregularity, illegality, or any jurisdictional error committed by the Trial Court while refusing to grant ad-interim injunction in favour of the plaintiffs?*

21.14. *Whether, in the facts and circumstances of the case, any case made out by the plaintiffs to get ad-interim injunction as prayed in the injunction application?*

ANALYSIS

22. Before advertng to the issues so germane in the appeal, it is required to be kept in mind that the present Appeal from Order is filed under the provisions of Section 104 read with Order XLIII Rule 1 (r) of CPC and challenge in this appeal is a discretionary order passed by the learned trial Judge under the provisions of Order XXXIX Rules 1 and 2 of CPC.

22.1. In the case of ***Wonder Ltd. and another V/s. Antox India Pvt. Ltd., (1990) Supp 1 SCC 727***, the Hon'ble Apex Court in para-9 of the said decision, after considering the



scope of Order XLIII Rule 1(r) of the CPC in an appeal wherein, the discretionary order passed by the learned trial Court is under challenge, observed as under:-

"9. Usually, the prayer for grant of an interlocutory injunction is at a stage when the existence of the legal right asserted by the plaintiff and its alleged violation are both contested and uncertain and remain uncertain till they are established at the trial on evidence. The court, at this stage, acts on certain well settled principles of administration of this form of interlocutory remedy which is both temporary and discretionary. The object of the interlocutory injunction, it is stated

"...is to protect the plaintiff against injury by violation of his rights for which he could not adequately be compensated in damages recoverable in the action if the uncertainty were resolved in his favour at the trial. The need for such protection must be weighed against the corresponding need of the defendant to be protected against injury resulting from his having been prevented from exercising his own legal rights for which he could not be adequately compensated. The court must weigh one need against another and determine where the "balance of convenience lies".

The interlocutory remedy is intended to preserve in status quo, the rights of parties which may appear on a prima facie. The court also, in restraining a defendant from exercising what he considers his legal right but what the plaintiff would like to be prevented, puts into the scales, as a relevant consideration whether the defendant has yet to commence his enterprise or whether he has already been doing so in which latter case considerations somewhat different from those that apply to a case where the defendant is yet to commence his enterprise, are attracted."

(emphasis supplied)

22.2. In a case of ***Ramakant Ambalal Choksi V/s Harish***



Ambalal Choksi reported in 2024 SCC Online SC 3538 also again reiterated aforesaid principle, albeit with explaining what amounts to perversity in such type of discretionary order having so observed as under:-

"27. The principles of law explained by this Court in Wander's (supra) have been reiterated in a number of subsequent decisions of this Court. However, over a period of time the test laid down by this Court as regards the scope of interference has been made more stringent. The emphasis is now more on perversity rather than a mere error of fact or law in the order granting injunction pending the final adjudication of the suit.

28. In Neon Laboratories Ltd. v. Medical Technologies Ltd., (2016) 2 SCC 672 this Court held that the Appellate Court should not flimsily, whimsically or lightly interfere in the exercise of discretion by a subordinate court unless such exercise is palpably perverse. Perversity can pertain to the understanding of law or the appreciation of pleadings or evidence. In other words, the Court took the view that to interfere against an order granting or declining to grant a temporary injunction, perversity has to be demonstrated in the finding of the trial court.

29. In Mohd. Mehtab Khan v. Khushnuma Ibrahim Khan, (2013) 9 SCC 221 this Court emphasised on the principles laid down in Wander (supra) and observed that while the view taken by the appellate court may be an equally possible view, the mere possibility of taking such a view must not form the basis for setting aside the decision arrived at by the trial court in exercise of its discretion under Order 39 of the CPC. The basis for substituting the view of the trial court should be malafides, capriciousness, arbitrariness or perversity in the order of the trial court. The relevant observations are extracted below:

20. In a situation where the learned trial court on a consideration of the respective cases of the parties and the documents laid before it was of the view that the entitlement of the plaintiffs to an order of interim



mandatory injunction was in serious doubt, the Appellate Court could not have interfered with the exercise of discretion by the learned Trial Judge unless such exercise was found to be palpably incorrect or untenable. The reasons that weighed with the learned Trial Judge, as already noticed, according to us, do not indicate that the view taken is not a possible view. The Appellate Court, therefore, should not have substituted its views in the matter merely on the ground that in its opinion the facts of the case call for a different conclusion. Such an exercise is not the correct parameter for exercise of jurisdiction while hearing an appeal against a discretionary order. While we must not be understood to have said that the Appellate Court was wrong in its conclusions what is sought to be emphasized is that as long as the view of the trial court was a possible view the Appellate Court should not have interfered with the same following the virtually settled principles of law in this regard as laid down by this Court in Wander Ltd. v. Antox India (P) Ltd.”

(emphasis supplied)

32. The appellate court in an appeal from an interlocutory order granting or declining to grant interim injunction is only required to adjudicate the validity of such order applying the well settled principles governing the scope of jurisdiction of appellate court under Order 43 of the CPC which have been reiterated in various other decisions of this Court. The appellate court should not assume unlimited jurisdiction and should guide its powers within the contours laid down in the Wander (supra) case.

34. The burden is on the plaintiff, by evidence aliunde by affidavit or otherwise, to prove that there is “a prima facie case” in his favour which needs adjudication at the trial. The existence of the prima facie right and infraction of the enjoyment of his property or the right is a condition precedent for the grant of temporary injunction. Prima facie case is not to be confused with prima facie title which has to be established on evidence at the trial. Only prima facie case is a substantial question raised, bona fide, which needs investigation and a decision on merits. Satisfaction that there is a prima facie case by itself is not



sufficient to grant injunction. The Court further has to satisfy that non-interference by the court would result in “irreparable injury” to the party seeking relief and that there is no other remedy available to the party except one to grant injunction and he needs protection from the consequences of apprehended injury or dispossession. Irreparable injury, however, does not mean that there must be no physical possibility of repairing the injury, but means only that the injury must be a material one, namely one that cannot be adequately compensated by way of damages. The third condition also is that “the balance of convenience” must be in favour of granting injunction. The Court while granting or refusing to grant injunction should exercise sound judicial discretion to find the amount of substantial mischief or injury which is likely to be caused to the parties, if the injunction is refused and compare it with that which is likely to be caused to the other side if the injunction is granted. If on weighing competing possibilities or probabilities of likelihood of injury and if the Court considers that pending the suit, the subject matter should be maintained in status quo, an injunction would be issued. Thus, the Court has to exercise its sound judicial discretion in granting or refusing the relief of ad interim injunction pending the suit. (See : Dalpat Kumar v. Prahlad Singh, (1992) 1 SCC 719.)

35. Any order made in conscious violation of pleading and law is a perverse order. In *Moffett v. Gough*, (1878) 1 LR 1r 331, the Court observed that a perverse verdict may probably be defined as one that is not only against the weight of evidence but is altogether against the evidence. In *Godfrey v. Godfrey*, 106 NW 814, the Court defined “perverse” as “turned the wrong way”; not right; distorted from the right; turned away or deviating from what is right, proper, correct, etc.

37. The wrong finding should stem out on a complete misreading of evidence or it should be based only on conjectures and surmises. **Safest approach on perversity is the classic approach on the reasonable man's inference on the facts. To him, if the conclusion on the facts in evidence made by the court below is possible, there is no perversity.** If not, the finding is perverse. Inadequacy of evidence or a different reading of evidence is not perversity. (See : *Damodar Lal v. Sohan Devi*, (2016) 3 SCC 78)."



(emphasis supplied)

22.3. At this juncture, it is also apt to refer and rely upon the Full Bench decision of the Hon'ble Apex in the case of ***Morgan Stanley Mutual Fund, Arvind Gupta Vs. Kartick Das, Securities and Exchange Board of India reported in (1994) 4 SCC 225***, wherein held thus:-

"[36] As a principle, ex parte injunction could be granted only under exceptional circumstances. The factors which should weigh with the court in the grant of ex parte injunction are,

(A) whether irreparable or serious mischief will ensue to the plaintiff;

(B) whether the refusal of ex parte injunction would involve greater injustice than the grant of it would involve;

(C) the court will also consider the time at which the plaintiff first had notice of the act complained so that the making of improper order against a party in his absence is prevented;

(D) the court will consider whether the plaintiff had acquiesced for sometime and in such circumstances it will not grant ex parte injunction;

(E) the court would expect a party applying for ex parte injunction to show utmost good faith in making the application.

(F) even if granted, the ex parte injunction would be for a limited period of time.



(G) General principles like prima facie case, balance of convenience and irreparable loss would also be considered by the court."

(emphasis supplied)

22.4. Likewise, in a case where there is delay in approaching the Court, in the case of **Mandali Ranganna Vs. T. Ramachandra, (2008) 11 SCC 1**, wherein Hon'ble Apex Court held as under,

"[21] While considering an application for grant of injunction, the court will not only take into consideration the basic elements in relation thereto, viz., existence of a prima facie case, balance of convenience and irreparable injury, it must also take into consideration the conduct of the parties.

[22]. Grant of injunction is an equitable relief. A person who had kept quiet for a long time and allowed another to deal with the properties exclusively, ordinarily would not be entitled to an order of injunction. The court will not interfere only because the property is a very valuable one. We are not however, oblivious of the fact that grant or refusal of injunction has serious consequence depending upon the nature thereof. The courts dealing with such matters must make all endeavours to protect the interest of the parties. For the said purpose, application of mind on the part of the courts is imperative. Contentions raised by the parties must be determined objectively."

(emphasis supplied)

22.5. So, in light of the limited power of this Court, so also ratio of the aforesaid decisions requires to be kept in mind by the Court while adjudicating prayer of ad-interim/interim



injunction and then after, the Appellate Court can interfere with the discretionary order passed by the Trial Court only in exceptional circumstances.

22.6. The Appellate Court cannot interfere with the exercise of discretion of the Court of first instance and substitute its own discretion except, where the discretion has been shown to have been exercised arbitrarily, capriciously or perversely or where the Trial Court ignored the settled principles of law regulating grant or refusal of interlocutory injunction including ad-interim one. Likewise, if plaintiff remain silent for quite some time, he cannot expect that Court will grant him ex-parte ad-interim injunction.

23. As learned advocate Mr. Mangukiya addressed and raised points during course of his submissions to support this appeal, and invited the reasoned order on such points raised by him, this Court would like to answer it.

24. The facts, which are narrated hereinabove, are not in dispute. The plaintiffs have occupied their respective flats on



the basis of the conveyance deed executed by the Board either with the plaintiffs or their predecessor, as the case may be.

25. *Prima facie*, after going through the deed of conveyance, allotment letter, possession letter, and so also, the execution of the sale deed by the first allottee in favour of one of the plaintiffs as referred hereinabove (part of the suit), it would clearly suggest that the suit property/flat was given to the plaintiffs only on a lease basis by the Board.

26. Learned advocate Mr. Mangukiya emphatically submitted during the course of his argument that the conveyance deed was nothing but a sale deed, thereby, vested all right, title, and interest of the Board in favour of the respective buyers of flats of Surya Apartment Part-2. Such an argument is not only misconceived on facts but contrary to the record. The terms of the conveyance deed, as referred while narrating the facts, and also sale deed executed by the *erstwhile* - original allottee in favour of predecessor of one of the plaintiffs, would clearly indicate that on leasehold basis, flat was sold out to the



respective owners/occupiers by the Board. Even the terms of the lease are going to expire in the year, 2086. Had there been a clear outright sale of land/building in favour of such occupiers as alleged, the question of referring to the terms of the lease would not arise at all in conveyance deed.

27. So, in view of the aforesaid, this Court outrightly rejects such misconceived and thoroughly unsustainable submissions of learned advocate Mr. Mangukiya, i.e. by way of conveyance deed, not only the flat but also the land in question would stand transferred in favour of the respective buyers/occupiers of flats by the Board.

28. Another limb of an alternative argument so canvassed by learned advocate Mr. Mangukiya that assuming for the time being that there would be a lease deed in favour of the plaintiffs executed by the Board, then also, in the absence of any breach of any condition of such lease deed, the Board suddenly flung into action, keen for redevelopment of flats



occupied by plaintiffs, would not entitled to get possession of the flats occupied by the plaintiffs on strength of the lease.

29. Again, such submission is a totally misconceived notion on the part of learned advocate Mr. Mangukiya inasmuch as it would not stand in the eye of law for the following reasons:-

(i) The Board, having built Surya Apartment Part-2 in the years 1986-1987, through lease deeds executed in favour of respective buyers/occupiers, handed over the flats to respective buyer. Nonetheless, title of land hold by the Board as its given on lease basis.

(ii) After conveyance deed, the Board came into the picture only in the year 2022, i.e., about 35 years later, when not less than 75% of the owner-occupiers of such apartment felt that it required redevelopment, being an old structure.

(iii) As per Section 60A of the Act, 1961, when the Board received consent from not less than 75% of the



owners or occupiers of such building, the work of redevelopment of such building/apartment may be carried out by the Board.

(iv) It remains undisputed that such consent was received through a letter dated 13.10.2022, issued by the association of Surya Apartment Part-2 to the Board, showing their willingness for redevelopment of their apartment.

(v) It is discernible from the notice dated 09.02.2024, issued by the Board to the plaintiffs Nos. 7 and 8, made available on record of the suit (placed with paper-book), plaintiffs were requested to evict the flats as consent received from their Association/Apartment. Such notice appears to have been issued u/s 60A (2) of the Act, 1961. To better understand, I would like to reproduce Section 60A of the Act, 1961, which reads as under:-

“60-A. Redevelopment of buildings or apartments.—(1)
Notwithstanding anything contained in this Act, any work in relation to the re-development of a buildings or apartments may be carried



out by the Board, on such terms and conditions as may be prescribed, after obtaining the consent of not less than 75 per cent of the owners or occupiers of such building:

Provided that, in respect of such building,—

(i) a period of twenty-five years must have been completed, from the date of issuance of permission for development by the concerned Authority, or

(ii) the concerned Authority has declared that such building is in ruinous condition, or likely to fall, or in any way dangerous to any person occupying, resorting to or passing by such structure or any other structure or place in the neighbourhood thereof.

Explanation.—For the purpose of this section, the expression “re-development” shall have the meaning as assigned to it in the Comprehensive General Development Control Regulations, 2017.

(2) It shall be obligatory for all the owners or occupiers to vacate the existing premises for the purpose of re-development whenever the Board decides to take up the procedure for re-development of building after following due procedure of sub-section (1):

Provided that if any owner or occupier does not vacate the premises, the Board shall cause to be served one month notice to the said owner or occupier for vacating the existing premises:

Provided further that the Board or, as the case may be, the individual agency shall have to provide alternate accommodation or rent in lieu of alternate accommodation to the owners or occupiers for the period of redevelopment.

(3) In case of failure to vacate the existing premises as provided in sub-section (2) above, the owners or occupiers shall be treated as unauthorized occupant on the land of the Board. The competent authority shall effect summary eviction of such owner or occupier in accordance with the provisions laid down in sub-section (3) of Section 56 of the Gujarat Housing Board Act, 1961 (Guj. 28 of 1961), as far as practicable.”

(emphasis supplied)

(vi) When the requisite consent received from the owners/occupiers of the building by the Board, and other



conditions are fulfilled as per the aforesaid provisions, the Board is entitled to go for redevelopment. Even that being a scheme under the Guidelines of 2016 issued by the Urban Development and Urban Housing Department, State of Gujarat.

(vii) It remains undisputed that in the conveyance deed itself, in Clause 7(1)(c), it has been clearly agreed between the Board and the buyer as under:-

"7. It is hereby agreed by and between the parties as under:

(1)

(c) The party of the second part shall hold leasehold rights in the plot of land being physical plot No.356, 357, 358, and more particularly described in Schedule B, jointly with co-holders, the association of which, he/she is the constituent member, in pursuance of the lease-deed executed between the Board and the Association."

30. The aforesaid terms incorporated in the conveyance deed itself suggest that the buyer shall hold leasehold rights in the plot jointly with co-holders, the association of which, such



buyer is the constituent member. It is not the case of the plaintiffs that they are not members of the association, i.e., Surya Apartment Part 2. If it be so, when the majority of the members of such association took a decision to go for the redevelopment of the building/apartment where they were residing, such decision would also be binding on minority members like the plaintiffs inasmuch as, the leasehold rights in the plot are not independent of other holders. The act of the Board in regards to redevelopment in question would be in furtherance of majority decision of the members of Surya Apartment Part-2, in which plaintiffs also a members, albeit in minority. So also, on request being received from said Apartment, the Board acted in accordance with law.

31. The plain reading of Section 60A of the Act, 1961, coupled with the terms of the lease, entitles the Board to start the work of redevelopment, having received consent from not less than 75% of the members of the Apartment in question.



32. The plaintiffs cannot allow to say that in absence of any breach of condition of lease, they cannot be evicted. Their eviction is not pursuance of any breach of lease but it would be due to majority decision of taken by other co-lease holder/their Association wherein plaintiffs being members, bound by such decision. It is remained undisputed that plaintiffs have never questioned/challenged such decision of their Association sent to the Board in the present suit or otherwise. Thus, such decision of the Association to go for redevelopment of the Surya Apartment Part-2 binds the plaintiffs.

33. Likewise, when plaintiffs have not vacated the suit premises/flats, they would be treated as unauthorized occupants as per Section 60A of the Act, 1961, thereby requiring eviction.

34. Thus, in light of the aforesaid, plaintiffs cannot be allowed to say that having long leases in their favour, they cannot be evicted from the suit premises. Having reached to



such finding, it can be safely held that the plaintiffs have no *prima facie* case in their favour.

35. When the plaintiffs failed to show/prove *prima facie* case, question of examination of balance of convenience and irreparable loss would become academic. Nonetheless, having considered the several points raised and argued by both sides, I would like to observe on this two issues as well.

36. So far as balance of convenience is concerned, it would also not tilt in favour of the plaintiffs inasmuch as, after due process of law as per provisions of Section 56 read with Section 60A of the Act, 1961, an eviction order was passed by the competent authority, which was confirmed by the Appellate Authority and so also, not disturbed by this Court when plaintiffs withdrew the aforesaid writ petition filed under Article 226 of the Constitution of India challenging those orders.

36.1. This Court would like to accept the submissions made by learned advocate Mr. Virk that when out of 132



owners/occupiers, around 110 owners/occupiers have vacated their respective flats and shifted to rented premises, then, it would cause great hardship and inconvenience to them if the work of redevelopment gets delayed. As such, given these undisputed facts, the balance of convenience would never stand in favour of the plaintiffs; rather, it would tilt in favour of the defendants. It is well settled law that when Court confronted with a situation where to balance the equity between the parties, it always a paramount to protect the interest of majority members than minority, unless while doing so, it causes immense hardship, inconvenience, injustice to minority members and so also, such decision tantamount to illegality. In view of afore-discussed facts, such would not be a case on hand. Thus, there would not be any balance of convenience in favour of the plaintiffs.

37. So far as the aspect of irreparable loss is concerned, it is unfathomable to accept the submissions of learned advocate Mr. Mangukiya, as to how plaintiffs are going to suffer irreparable loss if the injunction prayed for is not granted by



the Trial Court. Learned advocate Mr. Virk stated at the bar, and it is also provided under the scheme of redevelopment, that all flat owners/occupiers would get 40% more area when new flats will be allotted to them, than they are occupying as per the conveyance deed. It is even not the case of plaintiffs that either some lesser area than shown in conveyance deed executed by the Board or at some other place than suit land in question, they will be provided/allotted new flats. When plaintiffs going to get the new flats rather higher area than hold as per conveyance deed, no injury caused to them. Even if ultimately they succeeds, not only they received new flats, but get declaration of its ownership. Thus, there would not be any irreparable loss caused to the plaintiffs.

38. It is very surprising and so also, unfortunate that when the majority of members have agreed for redevelopment to get new flats, for no good reasons, plaintiffs want to stall the entire project of redevelopment on such invalid grounds, and that too by instituting a defective suit i.e. not having paid full Court fees, even not submitted all conveyance deeds of the



respective plaintiffs, no statutory notice issued to the Board, and more importantly, never challenged the resolution passed by the association, whereby majority members agreed for redevelopment.

38.1. The conduct and intention of the plaintiffs to stall redevelopment at any cost would suggest that for some ill motive and dishonest intention, at every stage of the proceeding before respective authorities, they have tried to derail the redevelopment project commenced by the Board. When they lost up to this Court, as a last attempt and hope, i.e. filing the civil suit, which is a remedy available to them, attempted to stall the redevelopment at cost of others.

38.2. When plaintiffs choose to file a civil suit and pray for ad-interim injunction, they are required to show three basic ingredients: *prima facie* case, balance of convenience, and irreparable loss. Having so discussed in detail hereinabove, on all these three counts, the plaintiffs failed to prove any of the above. In these circumstances, the plaintiffs would not be



entitled to get any injunction as prayed for in the impugned injunction application.

38.3. If the principle so laid down by the Hon'ble Supreme Court in the above referred decisions in so far granting ad-interim/interim injunction, if applied to the facts of the present case, it is very much clear that plaintiffs quite aware in the year, 2022 itself about the redevelopment of their Apartment vide reference letter dated 13.10.2022, issued by Surya Apartment Part-2 to the Board, followed by their eviction notice dated 09.02.2024 issued by the Board to plaintiffs. But for reasons best known to them and so advised, they did not choose to file a civil suit for the relief as prayed in the suit at the given point of time.

38.4. It is undisputed that the suit came to be filed only on 15.09.2025. This itself shows that for quite a long time, plaintiffs remained silent on the issue and not thought it fit to file civil suit, ascertaining their right, to seek declaration which otherwise would be a remedy available to them.



Nevertheless, first they exhausted other remedies, wherein they failed, as a last recourse, they chose to file a civil suit, according to my view, surely, they are not entitled for ad-interim injunction.

38.5. Even otherwise, in view of aforesaid undisputed dates/events/facts so recorded, applying the aforesaid principles laid down by the Hon'ble Supreme Court in the case of ***Morgan Stanley Mutual Fund (supra)*** and ***Mandali Ranganna (supra)***, on the case on hand, plaintiffs would not be entitled to receive/to get relief as prayed in the application, i.e., ad-interim injunction or interim.

38.6. Moreover, learned advocate Mr. Virk emphasized that in the absence of any prior notice to the defendants - Board and its officials, the plaintiffs shall not be allowed to commence a suit against them. As such, learned advocate Mr. Magukiya has no reply to this legal contention but on his own style, blatantly submitted that none of provisions of the Act, 1961 would apply to the case on hand. Such a reply would



not be expected from a lawyer of plaintiffs who are confronted with a situation where, in view of non-issuance of prior notice having not served upon the Board, commencement of the suit itself would place into clouds.

38.7. To appreciate such a legal contention of the Board, Section 71 of the Act, 1961 reads as under,

“71. No person shall commence any suit against the Board or against any officer or servant of the Board or any person acting under the orders of the Board, for anything done or purporting to have been done in pursuance of this Act, without giving to the Board, officer or servant or person, as the case may be, two months, previous, notice in writing of the intended suit and of the cause thereof, nor after six months from the date of the act complained of. And in the case of any such suit for damages, if tender of sufficient amends shall have been made before the action was brought, the plaintiff shall not recover more than the amounts so tendered and shall pay all costs incurred by the defendant after such tender.”

38.8. A plain reading of Section 71 of the Act, 1961 would incumbent upon plaintiffs to issue prior notice before commencing any suit against the Board. Prima facie, reading pleading, prayer-B made in para-91 of the suit and cause of action, it is not acceptable that none of provisions of the Act, 1961, are applicable to the suit. As such, cause of action arise



to file civil suit due to the act of the Board of redevelopment pursuance to the consent received as per Section 60A and sought eviction of the plaintiffs as per Section 56 of the Act, 1961.

38.9. Thus, in view of above, having not issued statutory notice to the Board, the plaintiff cannot commence suit proceeding. This would also one of the grounds disentitling the plaintiffs from getting any relief as prayed in the injunction application.

39. Lastly, it is not out of place to mention that the scope and power of interference by this Court when exercising its appellate jurisdiction under Order XLIII, Rule 1 of the CPC would be minimal inasmuch as it is a well-settled legal position of law that such an appeal would not be treated on facts and law but it would be treated as an appeal on principle.

40. Having taken note of the aforesaid principle laid down by the Hon'ble Supreme Court in the case of *Wander (supra) and*



Ramakant Ambalal Choksi (supra), and having traversed the facts and circumstances and not found any gross error of law, much less any jurisdictional error on the part of the Trial Court while refusing to grant ad-interim injunction as prayed for by the plaintiffs, I am of the view that the present appeal, bereft of any merits, requires to be dismissed.

41. Before parting, this Court would like to observe the conduct of the plaintiffs, it would clearly suggest that being minority members of the apartment, which requires redevelopment, the plaintiffs want to stall the entire redevelopment process, which, ultimately, affects the rights and interests of the majority members of the Apartment. When this Court found the act of the plaintiffs not *bona fide*, and having observed at the beginning of this judgment/order that an artificial urgency was created by the plaintiffs in getting circulation of this appeal out of turn, such an act of unscrupulous litigants requires to be nipped in the bud. Such frivolous attempt on the part of the plaintiffs having consumed



judicial time must not go unpunished rather this appeal needs to be dismissed with exemplary cost.

41.1. Thus, costs of Rs.1,00,000/- is imposed upon the plaintiffs, who are hereby directed to deposit it with the District Legal Services Authority, Ahmedabad City, within a period of one month from today.

41.2. The deposit of aforesaid costs shall be taken care of by the Trial Court. It is hereby directed to the Trial Court that unless the plaintiffs deposit the aforesaid costs, no further hearing of the suit or the injunction application shall be taken place.

CONCLUSION

42. In view of the aforesaid observations, discussions, and reasons, this Court is of the view that neither any irregularity nor any illegality, any gross error of law, and or any jurisdictional error committed by the Trial Court while passing the impugned order.



43. As such, no case made out by the plaintiffs, having failed to prove any *prima facie* case, balance of convenience, and irreparable loss in their favour, which disentitled them to get an injunction, much less ad-interim injunction, in their favour as prayed for in the application.

44. The present appeal is thoroughly misconceived on facts and law, having bereft of any merits, requires only dismissal with costs.

45. In view of the foregoing conclusion, the present Appeal from Order is **DISMISSED** with a costs of Rs.1,00,000/- as aforesaid.

46. As a sequel, the Civil Application for stay is also rejected.

MOHD MONIS

Sd/-
(MAULIK J.SHELAT,J)

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****R/APPEAL FROM ORDER NO. 196 of 2025****With****CIVIL APPLICATION (FOR STAY) NO. 1 of 2025
In R/APPEAL FROM ORDER NO. 196 of 2025**

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DHANVANTIBEN VIJAYBHAI PUROHIT & ORS.**Versus****GOVERNMENT OF GUJARAT & ORS.**

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Appearance:**MR BM MANGUKIYA(437) for the Appellant(s) No.****1,10,11,12,13,14,15,16,17,18,19,2,20,21,22,23,24,25,26,27,28,29,3,30,31,32,
33,34,4,5,6,7,8,9****MS BELA A PRAJAPATI(1946) for the Appellant(s) No.****1,10,11,12,13,14,15,16,17,18,19,2,20,21,22,23,24,25,26,27,28,29,3,30,31,32,
33,34,4,5,6,7,8,9****MR G.H.VIRK, GOVERNMENT PLEADER WITH MS DHRITI PANCHOLI,
MR.S.H.VIRK & MS.NANCY SHETH for the respondent nos.1,2,3,4**

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CORAM:HONOURABLE MR. JUSTICE MAULIK J.SHELAT**Date : 23/09/2025****ORAL ORDER**

Heard learned advocate Mr.B.M.Mangukiya for the appellants and learned Government Pleader, Mr.G.H.Virk with learned Assistant Government Pleader Mr.Dharitri Pancholi, learned advocate Mr.S.H.Virk and learned advocate Ms.Nancy Sheth for the respondent nos.1 to 4 at length.

After end of the argument, this Court is not at all agreed with any of the submissions so canvassed by learned advocate Mr.Mangukiya. Learned advocate Mr.Mangukiya requests to



make the reasoned order available by evening, which this Court will try to do that but considering the fact that this Court sat at 10:00 a.m. in the morning and rest of the admission matters listed before this Court are yet to be taken up, therefore, the operative order of appeal is pronounced at this stage and the reasoned order will follow in due course.

The appeal is dismissed with costs of Rs.1,00,000/- to be deposited by the original plaintiff with DLSA, Ahmedabad City. The Civil Application is also disposed of accordingly.

MOHD MONIS

(MAULIK J.SHELAT,J)