

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO.3184 OF 2015
IN
FIRST APPEAL st. NO.23031 OF 2015

The Bombay Dyeing & Manufacturing
Company Ltd.

... Applicant

Vs.

Godrej B. Bharthania

... Respondent

Mr.G.S. Godbole i/b Negandhi Shah & Himayatullah for the Applicant
Mr.S. Barucha with Mr.A.K. Gopalan i/b M/s.Haresh Mehta & Co. for
Respondent

CORAM: MRS.MRIDULA BHATKAR, J.

DATE: 30th OCTOBER, 2015

P.C.:

1. In this application, the learned Counsel for the applicant submits that at this stage, prayer clause (b) is not pressed by the applicant. Further, the learned Counsel for the applicant seeks to amend prayer clause (a) as he wants to delete the words 'dealing with'. Accordingly, leave granted to amend the prayer clause (a). Amendment to be carried out forthwith.

2. The learned Counsel for the applicant makes a statement in the presence of one of the heirs of the respondent, who is present in the Court, that the present respondents do not want to create any third party rights or sell the flat in near future, without prior permission of this Court and intimation to the appellant. The said statement is accepted.

3. In view of the above, the injunction application is disposed of.

(MRIDULA BHATKAR, J.)