

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 707 OF 2014WITHNOTICE OF MOTION NO. 511 OF 2015

Varyam Kaur Dayalsingh Ravalsingh Arora & Ors. ...Plaintiffs

V/s.

Lokhandwala Estate and Development Co. Ltd ...Defendant

Mr. M.S. Surana for the Plaintiff.

Mr. Chirag Balsara, instructed by M/s. Diamondwala & Co., for the Defendant.

CORAM: S.J.KATHAWALLA, J.

DATE: 31/8/2015

P.C.:

1. The learned Advocate for the Defendant submits as follows:

(i) that the suit flat was sold by the Defendant to the husband of the Plaintiff No.1 on 16/3/1989 and therefore the Defendant has no claim over the suit flat.

(ii) The Defendant has never sent any representatives to the Plaintiffs and/or husband of Plaintiff No.1 to recover any amount as alleged or at all and all the allegations made in Paragraph No.11 are false and incorrect.

(iii) The Defendant fail to understand the motive of the Plaintiffs behind filing of the above Suit.

(iv) Since prayer clause (a) of the Suit does not concern the Defendant, they have no objection if the said prayer is granted.

2. The learned Advocate for the Plaintiffs states that the Plaintiffs will be satisfied if the Suit is allowed only in terms of prayer clause (a).

3. From the averments made in the Plaint and the documents annexed thereto, it is established that the Suit flat has been purchased by the husband of

the Plaintiff No.1 from the Defendant under an Agreement dated 16/3/1989. Thereafter, the husband of the Plaintiff No.1 died on 5/8/2004. Thereafter, the Society has transferred the suit flat in the name of the Plaintiff No.1, as can be seen from the Share Certificate issued by the Society (**Exh.C**) to the Plaintiff. In view thereof, the Suit is allowed in terms of prayer clause (a), which is reproduced hereunder:

(a) this Hon'ble Court be pleased to hold and declare that Plaintiffs are absolute, legal and rightful owners of Suit flat, being Flat No.1304 in Building No.1A in Green Acres Building in GREEN ACRES CHS LTD., situated at 325, Lokhandwala Complex, S.No.41 (Part), CTS No.1/76 of Village Versova, Oshiwara, Taluka Andheri, M.S.D., ad measuring 675 sq.ft. which is more particularly described at Exhibit A to the Plaintiff;

4. The Suit is accordingly disposed of. The Notice of Motion No.511 of 2015 also stands disposed of.

(S.J. KATHAWALLA, J.)

"I certify that this Order uploaded is a true and correct copy of original signed order"

Uploaded by : K.P.P. Nair, P.A.

Uploaded on: 4th September, 2015