

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUIT NO. 699 OF 2014
WITH
NOTICE OF MOTION NO.509 OF 2015

Poonam Kuljeet Arora

...Plaintiff

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 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 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 Plaintiff and/or her husband 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 Plaintiff 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 Plaintiff states that the Plaintiff 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 from the Defendant under an agreement dated 16/3/1989. Thereafter, the husband of the Plaintiff has gifted the said Flat on 10/11/2004 in favour of the Plaintiff. Thereafter, the Society has transferred the suit flat in the name of the Plaintiff, 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 Plaintiff is absolute, legal and rightful owner of Suit flat, being Flat No. 1303 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 670 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.509 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