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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
NOTICE OF MOTION NO. 71 OF 2016
IN
TESTAMENTARY PETITION NO. 734 OF 2012**

Kamlesh Laxmidas Merchant	...Petitioner
<i>Versus</i>	
Bhairvi Ravindra Merchant	...Respondent

Mr. K. Almeida, *with Ms. Nikita Vardhan, i/b M/s. Kanga & Co., for the Petitioner.*

Mrs. Annapurna Sheshadri, *i/b M/s. Narayanan & Narayanan, for the Respondent.*

CORAM: G.S. PATEL, J
DATED: 18th April 2016

PC:-

1. The Applicant is the original Petitioner in this Petition for Letters of Administration to the property and credits of Malti Laxmidas Merchant. The Applicant seeks that an amount of Rs. 8,60,965/- being the balance amount due to one of the heirs of the deceased, i.e., the Respondent, Mrs. Bhairavi Ravindra Merchant, be allowed to be deposited and that Mrs. Merchant be allowed to withdraw this amount against her signing the necessary indemnity and other documents.

2. Learned Advocate for Mrs. Merchant candidly states that her instructions are to agree to the order of a deposit but that Mrs. Merchant does not wish or seek liberty to withdraw the amount.

3. I do not pretend to understand this.

4. The Notice of Motion is made absolute in terms of prayer clause (a) which reads as follows, reserving, however, liberty to the Respondent, should she change her mind or wiser counsel prevail, to apply to Court at any time after the deposit is made for a withdrawal of the amount against execution of the appropriate release documents, including an indemnity as have been executed by the other heirs.

“(a) that the Petitioner/Applicant be permitted to deposit a sum of Rs. 8,60,965/- (Rupees Eight Lakhs Sixty Thousand Nine Hundred and Sixty Five Only) being the balance amount of share of the Respondent above-named in the estate of the Deceased above-named;”

5. The Notice of Motion is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)