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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO.245 OF 2011
IN
FAMILY COURT APPEAL NO.18 OF 2012

Mr. Subhash Shankar Ambike ... Applicant

Versus

Ms. Shradha Subhash Ambike ... Respondent

Mr. J.B. Kocheta for the Applicant.

Ms. Shubhangi Deshmukh for the Respondent.

**CORAM : A.S. OKA &
ANUJA PRABHUDESSAI, JJ.**

DATE : 10th FEBRUARY, 2017

PC.

1 Heard the learned counsel appearing for the applicant husband and the learned counsel appearing for the respondent. Perused the operative part of the decree. Prayer clause (A) is for stay of execution of the decree on counter claim filed by the respondent – wife. A declaratory decree has been granted in respect of several shares in the companies. Apart from the declaratory decree, there is a money decree directing the applicant – appellant to pay a sum of Rs.21,518/- to the respondent – wife.

2 Considering the amount involved, stay to the money decree cannot be granted. Even if the applicant pays the same amount to the respondent, it will be subject to final outcome of the Appeal. Prayer clause (B) is for a temporary injunction in respect of a flat in possession of the respondent. In the Petition filed by the applicant, there is no relief claimed in respect of the said flat. The only relief claimed is for refund of the amount which was allegedly paid by the applicant to the respondent for acquiring the said flat. In the counter claim, no relief has been granted in respect of the said flat in favour of the respondent – wife.

3 Therefore, the relief sought in terms of prayer clause (B) cannot be said to be the relief in the aid of final relief which the applicant has claimed.

4 Subject to what is observed above, no case for grant of any interim relief is made out. Application is accordingly rejected.

(ANUJA PRABHUDESSAI, J)

(A.S. OKA, J)