

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**NOTICE OF MOTION NO.1836 OF 2010
WITH
NOTICE OF MOTION NO.1620 OF 2013
IN
SUIT NO.610 OF 2010**

Mohanlal Choggalal Jain

....Plaintiff

Vs.

Bhagwanlal Babulal Jain

....Defendant

Mr. Shahzad M. Pandey i/b. L.J. Law for the plaintiff.

Mr. Shoaib I. Memon for the defendant.

CORAM : K.R.SHRIRAM, J.

DATE : 9th FEBRUARY, 2017

PC.:

1 At the ad-interim stage, on 24th August, 2010 the defendant had made a statement, without prejudice to the rights and contentions of the defendant he will not sell, dispose of, encumber or part with possession of the shop more particularly described in prayer clause (b) of the plaint.

2 Mr. Memon, counsel for the defendant states that this statement be continued until the disposal of the suit and the notice of motion could be accordingly disposed. Mr. Memon further states that he is making this statement because as on date the defendant does not have any plan to sell, dispose of, encumber or part with possession of the shop. Mr. Memon states that if the defendant has any such proposal in his mind then he will give not less than 30 days notice to the plaintiff at which time

the plaintiff may move for further reliefs.

3 In my view, this is a very fair statement. Therefore, the statement is accepted with the liberty as sought. The statement of Mr. Memon that he will inform the plaintiff minimum 30 days in advance is accepted.

The notice of motion accordingly stands disposed.

4 The pleadings in the suit are completed. Therefore, the suit be listed for issues on 7th March, 2017. In the meanwhile, parties to file their respective affidavit of documents, complete discovery and inspection and also file and exchange their statement of admission and denial with reasons for denial. The parties are directed to strictly comply with these directions.

(K.R. SHRIRAM, J.)