

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

**NOTICE OF MOTION NO. 1598 OF 2013
WITH
NOTICE OF MOTION NO. 985 OF 2016
WITH
NOTICE OF MOTION NO. 1260 OF 2016
IN
SUIT NO. 332 OF 2011**

Chetan H. Parekh & Anr.

.. Plaintiffs

Vs.

Navnit Haridas Parekh & Ors.

.. Defendants

Mr.N.C. Parekh a/w. Mr.N.J. Marjadi i/b Mansukhlal Hiralal and Co. for plaintiffs.

Mr.Satyan Vaishnav and Ms.Nupur Mukharjee i/b N.N. Vaishnawa and Co. for defendants.

CORAM : K.R.SHRIRAM, J.

DATE : 20TH APRIL, 2017

P.C.

1 Mr.Parekh for the plaintiffs states that the plaintiffs wish to change their advocate.

Statement noted.

NOTICE OF MOTION NO. 1598 OF 2013

2 Considered the reliefs sought in the notice of motion.

The notice of motion has become infructuous and disposed accordingly.

NOTICE OF MOTION NO. 1260 OF 2016

3 Since the issues are yet to be framed in the suit, the relief sought in the notice of motion cannot be granted.

The notice of motion disposed.

NOTICE OF MOTION NO. 985 OF 2016

4 In view of the statement recorded in the order dated 29th April 2011 in Notice of Motion No.477 of 2011, the question of passing any further order as such in terms of prayer clause (a) does not arise.

5 So far as prayer clauses (b) and (c) are concerned, such a blanket order cannot be granted. Moreover, in the judgment dated 26th October 2015 passed by the Bombay City Civil Court at Bombay in Suit No.2682 of 2010, it is recorded that the plaintiffs herein, who were the defendants in that suit, have given an undertaking not to enter the suit flat until disposal of the suit No.334 of 2011, which is this suit. Therefore, the reliefs as sought in this notice of motion cannot be granted.

6 The notice of motion accordingly disposed.

7 Notice of motion No.271 of 2017 (not listed today) be listed beyond vacation.

8 The suit be listed for issues on 6th June 2017.

In the meanwhile, parties to file their respective affidavits of documents, complete discovery and inspection and also exchange their statements of admission and denial with reasons for denial.

On the next date, parties also to come with agreed draft issues and a separate list of issues on which they are unable to agree.

(K.R. SHRIRAM, J.)