

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

**NOTICE OF MOTION NO. 1467 OF 2017
IN
SUIT NO. 414 OF 2016
WITH
NOTICE OF MOTION NO. 1997 OF 2016
AND
NOTICE OF MOTION NO. 1975 OF 2017**

Joe Savio D'Souza	...Plaintiff/Applicant
Vs.	
Mrs.Daisy Savio D'souza & Ors.	...Defendants

Mr.Vincent D'Silva for Plaintiff.
Mr.C.P. Deogirikar for Defendant Nos.2 to 6.

CORAM : S.C. GUPTE, J.

DATE : 7 FEBRUARY 2018

P.C. :

This notice of motion is taken out in a partition suit. The Plaintiff claims a share through his deceased father. On the other hand, the Defendants claim the property through the deceased grandmother of the Plaintiff. It is their case that by a will executed by the Plaintiff's grandfather, the original owner of the suit property, the property was bequeathed to his widow, i.e. the grandmother of the Plaintiff (since deceased) through whom the Defendants claim. Thus, the Defendants submit, the Plaintiff's deceased father had no share in the property to devolve upon the Plaintiff. The dispute mainly concerns a property known as "Velankani Apartments". This property is claimed to have been gifted to Defendant No.2 by the deceased grandmother of the Plaintiff (mother of Defendant No.2).

2 Learned Counsel for Defendant Nos.2 to 6 states that his clients have no intention to alienate this property. Learned Counsel submits that if in future at any time they desire to do so, they will give a minimum three weeks' notice to the Plaintiff. The statement is accepted. In case any such notice is given in future, the Plaintiff will be at liberty to apply for interim reliefs. It is made clear that this court has not applied its mind to the rival cases of the parties and the motion is disposed of simply on the statement made by learned Counsel for Defendant Nos.2 to 6 before this court. As and when such application is made, the same will be decided on merits. All rights and contentions of the parties in this behalf are kept open. The notice of motion is disposed of.

3 It is clarified that the statement of Defendant Nos.2 to 6 pertains to alienation of the property and not creation of licence in any part of the suit property. It is further clarified that as far as the existing leave and licence in favour of Defendant Nos.5 and 6 is concerned, Defendant Nos.2 to 6 will be at liberty to renew the same. They, however, shall not alienate or transfer this property.

(S.C. GUPTE, J.)