

Sharayu Khot.

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

LEAVE PETITION NO. 1 OF 2024

IN

SUIT (L) NO. 35408 OF 2023

Lascelles Symons & Ors.

...Petitioners/
Plaintiffs

Versus

Hilaire D'souza & Ors.

...Respondents/
Defendants

Ms. Pooja Yadav a/w Ms. Prachi Thakkar i/by Jayakar and Partners
for the Petitioners/Plaintiffs.

CORAM : R.I. CHAGLA J

DATE : 29 January 2024

ORDER :

1. Leave Petition has been filed for grant of leave under Clause XII of the Letters Patent for institution of the Suit in this Court.

2. In the jurisdiction clause in paragraph 27 of the Plaint, it is mentioned that the Plaintiffs have claimed shares in Defendant

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Nos. 2 to 8 to the extent of their having 1/4th share in the estate of the deceased Everard and 1/6th share of the deceased Everard in the estate of his mother.

3. Further, it is stated in paragraph 31 of the Plaint that the Defendant Nos. 2, 3, 4 and 6 Companies have their registered office in Mumbai. Although Defendant No. 1 permanently resides in Canada, by an order dated 6th February 2012 passed in the Notice of Motion No. 2767 of 2011 in Suit No. 3412 of 1986, the Defendant No. 1 is required to come to India for six months. Defendant No. 1 is accordingly, present in Mumbai. It is further stated that the material part of the cause of action has arisen in Mumbai. The leave under Clause XII of the Letters Patent has been sought on account of Defendant Nos. 5, 7 and 8 having their registered offices at Ahmedabad, Rajasthan and Tamil Nadu respectively. The Defendant Nos. 5 and 8 also have branch office in Mumbai.

4. Having considered the jurisdiction clause in paragraph 31 of the Plaint, a case is made out for grant of leave under Clause XII of the Letters Patent to institute the present Suit in this Court. This in view of the material part of the cause of action having arisen

in Mumbai.

5. Accordingly, the Leave Petition is made absolute in terms of prayer clause (a).

[R.I. CHAGLA J.]