

MJJ

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION
INTERIM APPLICATION NO. 1813 OF 2025
IN
TESTAMENTARY PETITION NO. 2497 OF 2023**

Falguni Mihir Dhruva ... Applicant
v/s.
Mihir Ashwin Dhruva ... Respondents

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Mr. Harsh Sheth i/b MDP Legal for the Applicant.

CORAM : Kamal Khata, J.
DATED : 16th June 2025.

P.C.:-

1. Mr. Harsh Seth, learned Counsel for the Applicant seeks a post grant amendment. He submits that after receiving the Letter of Administration without Will on 14th June 2024, the Applicant discovered the sale deed dated 25^h July 2014. As per the sale deed, the deceased was only entitled to 50% ownership of the subject property and the other 50% was owned by Mr. Ashish V. Aggarwal.

2. In view of the above the learned Counsel submits that

the Schedule to the Petition and consequently the Schedule to the Properties annexed to the Grant of Letters of Administration without Will require amendment. He relied upon paragraph 6 of the IA to submit that the Applicant had furnished an undertaking to pay compensation to a party sustaining prejudice on an order made on this IA.

3. Having heard the learned counsel and having perused the Interim Application and the additional affidavit, I am satisfied and accordingly grant the Interim Application in terms of prayer clauses (a) and (b) which reads as follows:

“a. The Applicant/Petitioner may be permitted to amend Schedule to the Petition as per Schedule of Amendment marked and annexed as Exhibit “B” hereto;

b. Consequently, the Registry may be directed to amend the Schedule of Properties annexed to the Grant of Letters of Administration dated 14th June, 2024.”

4. The IA is disposed of in the above terms.

(Kamal Khata, J.)