

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

INTERIM APPLICATION NO.3179 OF 2025  
IN  
SUIT NO.107 OF 2010

Mutiur Rehman s/o. Naushad  
Ali Wahid Ali

.. Applicant/  
Plaintiff.

v/s.

Farida Ahmed w/o.  
Shahnawaz N Ahmed

.. Defendant.

WITH  
INTERIM APPLICATION (L)NO.32384 OF 2022  
IN  
SUIT NO.107 OF 2010

Samiur Rehman s/o.  
Naushad Ali Wahid Ali

.. Applicant  
Plaintiff.

v/s.

Farida Ahmed w/o. Shahnawaz Ahmed  
& Others

.. Defendants.

Adv. Eventa A. Gonsalves with Adv. Reyden L. Gonsalves, for the Plaintiff.  
Adv. Gauraj Shah i/b. Adv. Sama Shah, for Defendant Nos., 1,3,4 , 5 and  
6.  
Adv. Dakshata Sawant with Adv. Sangpriya Sarode i/b. Saurabh Ghag, for  
Defendant No.2.

CORAM: FIRDOSH P POONIWALLA,J.  
DATE : 11<sup>th</sup> SEPTEMBER, 2025.

**P. C:-**

1 This Interim Application has been filed by Defendant Nos.1, 3  
and 4, seeking following reliefs:-

*“a. That this Hon'ble Court be pleased to permit the Applicants/Defendant Nos. 1, 3 and 4 to withdraw the common Written Statement dated 24th January, 2011 filed on their behalf with liberty to file fresh Written Statement;*

*b. In alternate to prayer (a) this Hon'ble Court be pleased to permit the Applicants/Defendant Nos. 1, 3 and 4 to file Additional Written Statement;*

*c. Cost of the Interim Application may be granted.*

*d. That such further and other reliefs as this Hon'ble Court may deem fit and proper in the nature and circumstances of the case.*

2           It is the case of Defendant Nos. 1, 3 and 4 that the facts stated in the Written Statement dated 24<sup>th</sup> January, 2011 are not accurate and, therefore, the present Interim Application has been filed.

3           In my view, since the Written Statement has already been filed, there is no question of permitting the withdrawal of the same. However, Defendant Nos. 1, 3 and 4 can always be permitted to file an Additional Written Statement to explain the facts as understood by them.

4           Accordingly, Interim Application is allowed in terms of prayer clause (b). However, there will be no order as to costs.

**(FIRDOSH P. POONIWALLA,J.)**