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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
TESTAMENTARY AND INTESTATE JURISDICTION**

**INTERIM APPLICATION NO. 3815 OF 2025
IN
TESTAMENTARY PETITION NO. 437 OF 2024**

Haamidali Roshanali Nasser	.. Applicant
<u>IN THE MATTER BETWEEN</u>	
Mohibali Roshanali Nasser	.. Deceased
 Gulam Mohammed R. Lakhani	.. Petitioner
Versus	
Tahera Nasser	.. Caveator

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- Ms. Sukruta A. Chimalker, Advocate for Applicant.
 - Mr. Alizain Patel, Advocate i/by Patel Associates for Petitioner.
 - Mr. Yatin R. Shah, Advocate for Caveator.
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CORAM : MILIND N. JADHAV, J.
DATE : DECEMBER 19, 2025.

P.C.:

1. Heard Ms. Chimalker, learned Advocate for Applicant; Mr. Patel, learned Advocate for Petitioner and Mr. Shah, learned Advocate for Caveator.

2. Applicant, Petitioner and Caveator have filed Minutes of Order. Today, Minutes of Order dated 19.12.2025 executed between Applicant, Petitioner and Caveator are filed in Court and the same is taken on record and marked 'X' for identification. Minutes of Order are duly signed by Advocate for Applicant, Advocate for Petitioner and Advocate for Caveator. They confirm the Minutes of Order.

3. Minutes of Order are running into 6 pages. For the sake of reference and convenience, the Minutes of Order are scanned and reproduced below:-

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"X" [Signature] 19/12/2025

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TESTAMENTARY AND INTESTATE JURISDICTION
INTERIM APPLICATION NO. 3815 OF 2025
IN
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Haamidali Roshanali Nasser ...Applicant
In The Matter Between.....
Gulam Mohammed R. Lakhani ...Petitioner
V/S
Tahera Nasser ...Caveator

MINUTES OF ORDER:-

By Consent of the parties, the Court hereby passes the following directions in order to safeguard/protect the share of Mr. Haamidali Nasser (Applicant herein), Smt. Raihana Fidahusein and further an interim arrangement between the legal heirs of Late Mr Mohibali Roshanali Nasser which shall be without prejudice to their rights, remedies and contentions till the disposal of the captioned proceeding:

I. AMOUNT LYING IN JOINT BANK ACCOUNT WITH APPLICANT:

1. This Hon'ble Court Vide order dated 4th August 2025 had granted the Applicant Mr. Haamidali Roshanali Nasser permission to withdraw the sum of Rs. 8,56,848.82 [Rupees Eight Lakh Fifty Six Thousand Eight Hundred and Forty Eight and Paise Eighty Two only] from the

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Saving Bank Account No. 002410110001313 held at Bank of India, Kalbadevi Branch being the amount of his share in the above referred to account as on 24th June 2025 as per statement submitted which was withdrawn by him on 26th August 2025.

2. This Hon'ble Court have Vide order dated 4th August 2025 granted to the Applicant Mr. Haamidali Roshanali Nasser the permission to withdraw the sum of Rs. 3,60,485 (Rupees Three Lakh Sixty Thousand Four Hundred and Eighty Five only) from the Saving Bank Account No. 01912500013156 held at DCB Bank, Crawford Market Branch, Mumbai, being the amount of his share in the above referred to account as on 24th June 2025 as per statement submitted which was withdrawn by him on or about 20th August 2025. Also, an amount of Rs. 9,20,000/- was withdrawn on 6th Jan 2024 - prior to any court order being passed.

3. This Hon'ble Court had Vide order dated 4th August 2025 permitted the Applicant Mr. Haamidali Roshanali Nasser permission to withdraw the sum of Rs. 64,470.00 (Rupees Sixty Four Thousand Four Hundred and Seventy only), and further permission to withdraw on behalf of Mrs. Raihana Fidahusein a sum of Rs. 85,960.00 (Eighty Five Thousand Nine Hundred and Sixty only) from the Savings Bank Account No. 002410110001312 held at Bank of India, Kalbadevi Branch being the amount of their share in the above referred to account as on 24th June 2025 as per statement submitted which he was withdrawn by them on 26th August 2025.

II. AMOUNT IN BANKS TOWARDS THE SHARE OF LATE MR. MOHIBALI NASSER:



1. The legal heirs of the Late Mr. Mohibali Nasser (deceased) namely Mr. Mohammedali Nasser (*son*), Mrs Nasreen Nasser (*wife*), and Ms. Tahera Nasser (*daughter*) shall open a Savings Bank Account in their joint names with any Nationalized Bank in Tardeo area. It is clarified that one of the legal heir of Late Mr. Mohibali Nasser namely Ms Fatema Nasser (*daughter*) has given confirmation and no-objection through email dated 22nd August 2025 for opening the aforesaid Bank account

2. Subsequent to the release and transfer of any amount that may be due and payable to the Applicant and Smt Raihana Fidahusain from 24th June 2025 to date of their above referred to withdrawal in favour of the Applicant and Smt Raihana Fidahusein and Rs. 1,00,000 being 50% of Lease rent deposit of Rs. 2,00,000 still lying in DCB Bank, Crawford Market Branch maintaining S. B. Account No. 01912500013156 in favour of the applicant, after the account of withdrawal by applicant is submitted to and agreed by the heirs of late Mr. Mohibali Roshanali Nasser, this Hon'ble Court direct (i) Bank of India, Kalbadevi Branch, Mumbai maintaining the Saving Bank Account No. 002410110001313 (ii) DCB Bank, Crawford Market Branch maintaining S. B. Account No. 01912500013156 and (iii) Bank of India, Kalbadevi Branch, Mumbai maintaining S. B. Account No. 002410110001312 to transfer the balance amounts lying in the respective accounts in the joint name Saving Account of the legal heirs as mentioned in clause No. 1 of Late Mr. Mohibali Roshanali Nasser in a Nationalized Bank Tardeo Mumbai.

3. It is hereby agreed between the Legal heirs of Late Mr Mohibali Roshanali Nasser, that after the transfer of the balance amount as mentioned in clause No. 2, above in the joint account of Late Mohibali

Roshanali Nasser, Mr. Mohammedali Mohibali Nasser shall be entitled to withdraw a sum of Rs. 5,05,774/- (Rs Five Lacs Five Thousand Seven hundred seventy four only) towards expenses incurred between 11/2020 to 11/2025 for property tax, repair, electricity payment to the extent of share of Late Mohibali Roshanali . Nasser.

4. The amount and/or monetary benefits including but not limited to future rent, license fees, deposits, premium, transfer charges, consideration and any amount of whatsoever nature that may be received towards the share of the Late Mr. Mohibali Roshanali Nasser from the estates/properties shall be in separate cheques from that of the applicant and Raihana Fidahusein and solely be deposited in such joint Saving Account as mentioned in clause 1 by the legal heirs. If received by him, the applicant may hand over such amount, to any one of the legal heirs of Late Mr. Mohibali Roshanali Nasser, only after mandatorily emailing all the other legal heirs the amount handed over to the particular legal heir, to ensure utmost transparency. The said amount must then be deposited into the joint savings account mentioned in Clause 1 within seven working days of receipt

5. The legal heirs of the Late Mr. Mohibali Roshanali Nasser shall not be permitted to withdraw any amount from the joint saving account except the amount payable towards statutory dues, government liabilities, cost and expenses required to be incurred for repairs and maintenance of the properties i.e. specifically the Lower Parel estate known as "Mahavir Chawl" situated at G/S Ward Building No 300-300B-302-302A,302-304-304B,306-306B, bearing Municipal Ward No G-2119(9), G-2119(8), G-2119(7), building No.308-308B, 310-312, 312A, 314-316, 316A-318-318A, bearing Municipal Ward No G-2119(3-4), G-2119(5-6) and Shirin Manzil only.

6. In such event two of the legal heirs i.e. Mr. Mohammedali Nasser and Ms Tahera Nasser shall be the only joint signatories to the said joint saving account only for the limited extent for withdrawal of such expenses and dues as stated in clause no. 5, which shall be done within a period of three weeks from the date of written intimation by the Applicant along with necessary documentary proof. The joint bank account should not have any nominee and no primary owner, with the signature of both signatories mandated to withdraw any required funds Pending the hearing and final disposal of the caption Testamentary Suit; It is hereby agreed that the Funds in the joint account must not be used to settle past property-related expenses, i.e. any expenses incurred prior to the date of this application for the said applicable properties except the amount stated in clause 3.

III. ISSUANCE OF RENT RECEIPT, TRANSFER AND ACT RELATED TO PROPERTIES:

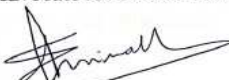
1. The rent receipt, transfer of tenancy documents, transmission of tenancy documents, leave and license Agreement and any other documents with respect to the tenants/occupants in the estate/properties which is subject matter of this Interim Application shall be signed, executed and issued jointly by the Applicant and the son of Late Mr. Mohibali Roshanali Nasser namely Mr. Mohammedali Nasser and daughter Ms Tahera Nasser, *(without prejudice to the right of the heirs, and solely to represent the share of Late Mr. Mohibali Roshanali Nasser and under the head as "Agent of the Estate of Mr. Mohibali Roshanali Nasser")* and the rent/deposit collected therefrom towards the share of Late Mr.

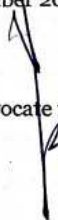
Mohibali Roshanali Nasser shall be deposited in the joint saving account of the legal heirs as mentioned aforesaid; As mentioned above, the share of the heirs of the late Mr. Mohibali Roshanali Nasser shall be issued by way of separate cheques

2. The legal heirs of the Late Mr. Mohibali Roshanali Nasser shall be entitled to seek true accounts of the Joint Saving Account; Furthermore, any amount proposed for withdrawal concerning applicable properties must be agreed upon in writing by all legal heirs (via email), to prevent any future confusion or disputes. Additionally, the joint signatories shall agree upon a mutually convenient date and time for any withdrawal that requires their presence at the bank, and shall avoid executing such withdrawal at the last minutes unless expressly agreed by both parties

Dated this 19th day of December 2025


Advocate for the Petitioner


Advocate for the Applicant


Advocate for the Caveator

4. Rights and obligations stated in the Minutes of Order *qua* parties to the Minutes of Order are taken as undertaking given to this Court. Parties are directed to abide by the same.

5. Order in terms of Minutes of Order is passed in Interim Application No.3815 of 2025.
6. In view of the above, Interim Application is disposed.
7. List the Testamentary Petition on Board on **9th January 2025.**

[MILIND N. JADHAV, J.]

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Digitally signed
by AJAY
TRAMBAK
UGALMUGALE
Date: 2025.12.22
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