

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

INTERIM APPLICATION NO. 3214 OF 2025

IN

SUIT NO. 145 OF 2024

Shehzad Adil Nensey .. Plaintiff

In the matter between

Shehzad Adil Nensey .. Plaintiff

V/s.

Kishwar Adil Nensey and Ors. .. Defendants

Mr. Mustafa Doctor, Senior Advocate a/w Mr. Rashmin Khandekar, Mr. Dhruva Gandhi, Mr. Deepak Deshmukh and Ms. Rashmi Shetty i/b Mr. Darshit Jain for Applicant/Plaintiff.

Dr. Virendra V. Tulzapurkar, Senior Advocate a/w Ms. Shreya Jha i/b Mr. Kunal Damle for Defendant No. 1.

Mr. Nikhil Sakhardande, Senior Advocate a/w Ms. Shubhra Swami i/b Ms. Supriya Petkar for Defendant No. 2.

CORAM : FARHAN P. DUBASH, J.

RESERVED ON : 10th FEBRUARY 2026
PRONOUNCED ON : 05th MARCH 2026

ORDER :

1. The present Interim Application has been filed seeking various

reliefs, *inter alia* for the protection of the estate of late Mr. Adil Yusuf Nensey (hereinafter, referred to as the “**deceased**”), the administration whereof is presently pending before this Hon’ble Court in Suit No. 145 of 2024. By way of this Application, Plaintiff/Applicant seeks urgent interim protective orders to ensure that, pending the hearing and final disposal of Suit No. 145 of 2024, the estate of the deceased is not wasted, alienated, dissipated, encumbered, or otherwise dealt with in a manner prejudicial to the rights and interests of the parties.

FACTS IN BRIEF

2. Before adverting to the merits of the challenge, a brief narration of the facts, to the extent necessary for the adjudication of the present Interim Application, is set out hereunder:

- A) The Plaintiff and Defendant No. 2 are the sons of the deceased and Defendant No. 1, who is their mother.
- B) The deceased, a Shia Muslim, expired intestate on 21st June 2016, leaving behind the Plaintiff and Defendant Nos. 1 and 2 as his only legal heirs and representatives.
- C) In or about 1991, the deceased and his brother, Mr. Arif Nensey,

are stated to have incorporated Nensey Poultry Farm Pvt. Ltd. (hereinafter referred to as "*the said Company*"), which carries on the business of poultry farming at Umbergaon, Gujarat.

- D) In or about 2012, Mr. Arif Nensey and his family members are stated to have exited the said Company pursuant to a Deed of Family Settlement. Consequent thereto, the shareholding of the said Company came to be restructured, and the deceased, the Plaintiff, and Defendant Nos. 1 and 2 are stated to have become the only shareholders thereof.
- E) During his lifetime, the deceased is stated to have been exclusively in charge of and responsible for the day-to-day management and affairs of the said Company, including dealings with third-party vendors, financial transactions, and operation of the said Company's bank accounts.
- F) Approximately one month prior to his demise, the Plaintiff and Defendant No. 2 came to be appointed as Directors of the said Company. The deceased had nominated Defendant No. 1 as the nominee in respect of the entire shareholding held by him in the

said Company.

- G) Upon the demise of the deceased, the Plaintiff and Defendant Nos. 1 and 2 continued as Directors of the said Company. The Plaintiff is stated to have relinquished his vocation in game designing and to have joined and overseen the operations of the said Company from June 2016 until he proceeded on sabbatical in May 2022.
- H) The Plaintiff is stated to have been primarily responsible for business planning, financial projections, and growth strategies of the said Company, whereas Defendant No. 1 is stated to have retained control over the finances and assets of the said Company.
- I) Disputes are stated to have arisen between the Plaintiff, on the one hand, and Defendant Nos. 1 and 2, on the other, subsequent to the Plaintiff's marriage to Defendant No. 4, a Hindu woman, on 11th April 2022.
- J) After the said marriage, the Plaintiff and Defendant No. 4 resided at the same premises as Defendant No. 1. Certain

disputes are stated to have subsequently arisen between Defendant No. 1 and Defendant No. 4. The detailed particulars thereof are not germane to the adjudication of the present proceedings. However, by an ex parte ad-interim order dated 24th March 2023, the Senior Citizens Tribunal, Bandra, restrained the Plaintiff and Defendant No. 4 from entering the residential premises of Defendant No. 1. Pursuant thereto, the Plaintiff and Defendant No. 4 have been residing separately and not with Defendant No. 1.

- K) The deceased was also the owner of two commercial galas bearing Unit Nos. 24 and 28 situated at Wadala Udyog Bhavan (hereinafter referred to as *“the said Galas”*), from which rental income was regularly derived. After the demise of the deceased, Defendant No. 1 executed a Power of Attorney in September 2016 in favour of the Plaintiff authorising him to collect rental income from the said Galas. However, on 27th October 2022, Defendant No. 1 executed a Deed of Revocation, thereby revoking the said Power of Attorney. It is stated that since April 2022, Defendant No. 2 has been collecting the rental income from Unit No. 28 and, since December 2022, Defendant No. 1

has been collecting the rental income from Unit No. 24. The Plaintiff contends that he has, since 2022, been excluded from receiving any share in the rental income of the said Galas.

- L) Under the applicable Shia law of inheritance, it is not in dispute that the Plaintiff is entitled to a 43.75% share in the estate of the deceased. In these circumstances, the Plaintiff instituted the present Suit No. 145 of 2024 seeking administration of the estate of the deceased.
- M) On the same date, the Plaintiff has taken out the present Interim Application seeking diverse interim reliefs, including, inter alia, an order restraining Defendant Nos. 1 and 2 from selling, transferring, alienating, encumbering, or otherwise dealing with the estate of the deceased.
- N) By an ad-interim order dated 7th May 2024, this Court directed an interim arrangement whereby Defendant Nos. 1 and 2 were directed to pay to the Plaintiff a monthly ad hoc sum of Rs. 3,00,000/-, taking into consideration that the Plaintiff had no access to income from the said Company and had also vacated

the residential premises where he, along with his wife (Defendant No. 4), had been residing with Defendant No. 1.

- O) Thereafter, by an order dated 24th April 2025 passed in the present Interim Application, this Court, by consent of the parties, appointed a Commissioner and directed him to examine and submit a report, inter alia, on the following aspects:

“a. Particulars of the rental income earned from the Gala Nos. 24 and 28 in Wadala Udyog Bhavan, for the period commencing 1st April 2016 till date and the particulars of distribution of this income, if at all, amongst the Plaintiff and Defendant Nos. 1 and 2;

b. The assets and liabilities of Nensey Poultry Farm Private Limited as on 21st June 2016 and as on date. The Commissioner must comment on whether there has been an addition to or dissipation of the assets of the said Company. Likewise, the Commissioner must also comment on the current status of the liabilities owed by the said Company.

c. Whether funds of the said Company have been used to meet the personal expenses of any one or more of the parties to the suit, and whether the funds and assets of the said Company have been used for and/or diverted to the business/proprietorship concerns/partnerships of any one or more of the parties to the suit?

d. The overall extent of the liquid component of the estate left behind by the deceased. This would include fixed deposits, savings accounts holdings, bonds, shares, debentures, government securities, ETFs, gold bonds, mutual funds, current account holdings and the like;

e. The manner in which this liquid component referred to in (d) has been used/invested/transferred/diverted between 21st June

2016 and today;

f. Whether any one or more of the parties to the Suit has used and/or transferred and/or withdrawn from the liquid component referred to in (d), either for their personal gain or businesses, or even otherwise?”

P) Pursuant thereto, the Commissioner submitted his Final Report dated 10th September 2025 before this Court (hereinafter, referred to as the “**Commissioner’s Report**”).

3. The Plaintiff has taken out the present Interim Application seeking protective reliefs against Defendant No. 1 on the apprehension that Defendant No. 1, his mother, has commenced disposing of assets forming part of the estate of the deceased. It is the Plaintiff’s contention that, unless appropriate interim orders are granted restraining Defendant No. 1 from further alienating, transferring, encumbering, or otherwise dealing with the said assets, the estate of the deceased would suffer grave and irreparable prejudice pending the hearing and final disposal of the administration proceedings.

PLAINTIFF’S SUBMISSIONS

4. Mr. Mustafa Doctor, learned Senior Counsel appearing on behalf of the Plaintiff, submits that his client is, at this stage, specifically pressing

only for interim reliefs in terms of prayer clauses (c), (f), and (g) of the present Interim Application. Thus, for the sake of convenience and ready reference, the said prayer clauses are reproduced hereinbelow:

“c) In the alternative to prayer clause (b) above, pending the hearing and final disposal of the present Suit, this Hon'ble Court may be pleased to order and direct Defendant Nos. 1 and 2 to admit the Plaintiff to be joint signatory in all the bank accounts wherein the revenue, profits, rent, license fee and any other benefit accruing from the estate of the deceased is being received;”

“f) pending the hearing and final disposal of the present Suit, this Hon'ble Court may be pleased to direct Defendant Nos. 1 and 2 to deposit with the Prothonotary and Senior Master of this Hon'ble Court any and all license fees and/or rents and/or monies received from any or all the businesses, immoveable properties and moveable properties forming part of the deceased's estate;

g) pending the hearing and final disposal of the present Suit, this Hon'ble Court may be pleased to order and direct Defendant Nos. 1 and 2 to bring back the monies/shares withdrawn from the estate of the deceased into a separate account opened for the deceased's estate;”

5. Mr. Doctor submits that it is an admitted position that, under the applicable Shia law of inheritance, the Plaintiff is entitled to a 43.75% share in the estate of the deceased. He contends that, immediately upon the demise of the deceased in 2016, the Plaintiff assumed an active role in the management and affairs of the said Company and continued to work therein, until he proceeded on sabbatical in May 2022. It is further submitted that, thereafter, the Plaintiff has been completely excluded from the affairs and management of the said Company and has not received any share in the

rental income from the Galas, since December 2022.

6. Mr. Doctor further submits that, with a view to ensuring that the Plaintiff receives some measure of financial support pending the present suit, this Court, by an ad-interim order dated 7th May 2024, directed Defendant Nos. 1 and 2 to pay to the Plaintiff an *ad-hoc* monthly sum of Rs. 3,00,000/-. He adds that the said arrangement was necessitated in view of the fact that the Plaintiff had no access to any income from the said Company and had also vacated the residential premises pursuant to the order passed by the Senior Citizens Tribunal, Bandra, at the instance of his mother, Defendant No. 1 herein.

7. He further submits that, by a subsequent order dated 24th April 2025 passed in the present Interim Application, this Court, by consent of the parties, appointed a Commissioner to examine the accounts not only of the deceased but also of the said Company. He emphasises that the terms of reference to the learned Commissioner expressly required an examination of whether there had been any addition to and/or dissipation of the assets forming part of the estate of the deceased, as well as those of the said Company, subsequent to the demise of the deceased.

8. Mr. Doctor thereafter invites the attention of this Court to certain observations contained in the Commissioner's Report. In particular, he draws reference to page 10 thereof, and more specifically to the sub-heading titled "*Cash Withdrawals with respect to Petty Cash and Other Expenses.*" He submits that the findings recorded therein unequivocally indicate that unusually high cash withdrawals were effected during the period 2016 to 2025, aggregating to approximately Rs. 5.16 crores. It is further noted in the Commissioner's Report that such withdrawals lack transparency and that nearly 80% thereof are not supported by any genuine or satisfactory explanation or justification.

9. He further invites the attention of this Court to the same page of the Commissioner's Report, and in particular to the sub-heading titled "*b) Employee Benefit Expense Surge,*" wherein it is recorded that the employee costs of the said Company increased nearly four-fold during Financial Years 2020 to 2024, whereas the revenue of the Company grew only approximately 2.2 times during the corresponding period. The Report further notes that four employees of the said Company were paid unusually high salaries during the said period, for which no adequate explanation has been furnished.

10. The thrust of Mr. Doctor's submission in this regard is that the Plaintiff seeks no more than his lawful share in the estate of the deceased. He submits that Defendant No. 1 is, as of date, in exclusive control of the finances of the said Company, and that the findings recorded in the Commissioner's Report *ex facie* disclose a serious risk of depletion and dissipation of the estate of the deceased. It is further submitted that, unless appropriate protective orders are passed by this Court, the said estate is likely to suffer continued erosion. Mr. Doctor therefore prays for suitable orders and directions to ensure that any amounts improperly withdrawn and/or diverted from the said Company are restored, the same constituting part of the estate of the deceased in which the Plaintiff claims a 43.75% share.

11. Mr. Doctor submits that the deceased admittedly held 22,04,990 shares of the said Company, constituting approximately 91.50% of its total shareholding. He states that on 22nd June 2016, being the very next day after the demise of the deceased on 21st June 2016, the said shares came to be transferred in favour of Defendant No. 1. It is his submission that such transfer could not have been lawfully effected in the manner reflected in the records. In that context, he invites the attention of this Court to Rule 19(6) of the Companies (Share Capital and Debentures) Rules, 2014, which mandates

that a nominee seeking to be registered as the holder of securities upon the death of the original shareholder must give a notice in writing to the Company, accompanied by the death certificate of the deceased holder.

12. Mr. Doctor submits that the death certificate of the deceased came to be issued only on 5th July 2016. He contends that, in the absence of the death certificate as on 22nd June 2016, the transfer of the deceased's shareholding in favour of Defendant No. 1 could not have been validly effected in compliance with the statutory mandate. In the aforesaid facts and circumstances, it is submitted that the reliefs sought in the present Interim Application merit consideration and grant, so as to safeguard and preserve the estate of the deceased pending the final adjudication of the captioned Suit.

DEFENDANT'S SUBMISSIONS

13. *Per contra*, Dr. Virendra Tulzapurkar, learned Senior Counsel appearing on behalf of Defendant No. 1, vehemently opposes the interim reliefs sought in the present Interim Application. At the outset, he invites the attention of this Court to Exhibit "A" to the captioned Suit, which sets out the details of the assets which are alleged to form part of the estate of the deceased and submits that the item listed at serial no. 3 under the heading "*Nensey Poultry Farm Pvt. Ltd.*" is an asset belonging to the said Company

and not to the deceased in his individual capacity. He therefore submits that this asset cannot be the subject matter of administration in the captioned Suit.

14. Dr. Tulzapurkar submits that, insofar as the Plaintiff, in his capacity as a 1.805% shareholder of the said Company, harbours any grievance regarding the functioning of the Company and/or its financial affairs, this Court would lack jurisdiction to adjudicate upon the same. He contends that the grievances and reliefs sought in that behalf are wholly misconceived, as they pertain to matters of corporate governance. According to him, any dispute of such nature would fall squarely within the domain of the National Company Law Tribunal (**NCLT**), and the appropriate remedy, if any, available to the Plaintiff would lie before the NCLT and not before a Civil Court in the present suit, which is one for administration of the estate of the deceased. In support of this proposition, reliance is placed upon the decisions of this Court in *Invesco Developing Markets Fund v. Zee Entertainment Enterprises Ltd.*¹ and *Anupam Mittal v. People Interactive (India) Ltd.*².

15. Dr. Tulzapurkar further submits that, even according to the

1 2022 SCC OnLine Bom 630

2 2023 SCC OnLine Bom 1925

Plaintiff, he was actively involved in the affairs of the said Company at least until 2022 and was fully conversant with the manner in which its business and finances were being conducted. He contends that the alleged irregularities and/or cash withdrawals now sought to be highlighted by the Plaintiff on the basis of the Commissioner's Report are wholly misconceived, inasmuch as the Plaintiff was, at the relevant time, not only aware of such transactions but had, in fact, participated in the same. In this regard, he invites the attention of this Court to page 443 of the Affidavit-in-Reply filed by Defendant No. 1, which contains the *Statement of Profit and Loss for the year ended 31st March 2017*. He submits that the Plaintiff, in his capacity as a Director of the said Company, has affixed his signature to the said financial statement. It is therefore contended that the Plaintiff cannot now be heard to allege lack of knowledge of the financial affairs or transactions of the said Company. Dr. Tulzapurkar further submits that, in addition to the financial statements for the period 2016–17, the Plaintiff has similarly signed the financial statements for subsequent periods. In view thereof, it is contended that the Plaintiff can neither feign ignorance as to the manner in which the financials have been recorded in the books of the Company nor allege that the acts complained of were committed by the Defendants to his detriment or with a view to deprive him of his alleged entitlement in the estate of the deceased.

16. Insofar as the challenge to the change in the shareholding of Defendant No. 1 is concerned, Dr. Tulzapurkar submits that, upon the demise of the deceased, the shares constituting approximately 91% of the shareholding of the said Company were transferred to Defendant No. 1 pursuant to a family arrangement. He once again invites the attention of this Court to page 444 of the Affidavit-in-Reply filed by Defendant No. 1, and in particular to the sub-heading titled *“Details of shareholders holding more than 5% of the Share Capital,”* which records that 96.39% of the shareholding of the said Company is held by Defendant No. 1. He submits that the Plaintiff, being a Director of the said Company at the relevant time and having signed the financial statements, was fully aware of the shareholding pattern since 2017. It is therefore contended that, having accepted and acted upon the said shareholding structure for several years, the Plaintiff cannot now, at this stage, be permitted to dispute the shareholding of Defendant No. 1 in the manner sought in the present proceedings.

17. Dr. Tulzapurkar further contends that the entire edifice of the Plaintiff’s case in the present Interim Application, and the reliefs sought therein, rests upon the findings contained in the Commissioner’s Report. He

submits that, by placing such reliance, the Plaintiff is in effect inviting this Court, at an interlocutory stage, to accept the contents of the said Report as conclusive and to grant substantive reliefs on that basis. It is his contention that such a course would amount to denying his client the opportunity to question and/or challenge the contents of the Commissioner's Report, whether by way of cross-examination of the Commissioner or by leading oral and documentary evidence. According to him, this would be wholly impermissible in law and ought not to be countenanced by this Court at this interim stage.

18. Dr. Tulzapurkar submits that the mere fact that the appointment of the Commissioner was by consent of the parties does not imply that the parties agreed to treat the findings contained in the Commissioner's Report as final, binding, or immune from challenge. He contends that consent to the appointment of a Commissioner cannot be construed as consent to the acceptance of the conclusions recorded therein. He further submits that it is well settled, by a catena of decisions, that a Commissioner's Report does not, by itself, constitute substantive evidence, nor does it amount to a final adjudication of disputed questions of fact. In support of this proposition, reliance is placed upon the decisions of the Hon'ble Supreme Court in

*Anjuman Intezamia Masjid (Gyanvapi Mosque Committee) v. Rakhi Singh*³
and of this Court in *Kolhapuri Bandu Lakade v. Yallappa Chinappa Lakade*⁴.

19. Insofar as the ad-interim order dated 7th May 2024 is concerned, Dr. Tulzapurkar submits that this Court has already put in place an equitable interim arrangement, whereby Defendant Nos. 1 and 2 have been directed to pay to the Plaintiff, an ad hoc monthly sum of Rs. 3,00,000/-. He contends that the said arrangement adequately compensates the Plaintiff for his alleged exclusion from the affairs of the said Company as well as from his residence, and sufficiently safeguards his interests pending the final adjudication of the captioned Suit. According to him, the existing arrangement strikes a fair balance between the parties and can continue, and no further interim reliefs are called for at this stage.

20. Dr. Tulzapurkar further submits that the reliefs sought by the Plaintiff in the present Interim Application, including the directions prayed for against the Defendants to restore certain monies to the estate of the deceased, are in the nature of final reliefs and cannot be granted at an interlocutory stage. He contends that, in a suit for administration of the estate of a deceased, such reliefs, if at all, could be considered only upon the

³ (2024) 3 SCC 336

⁴ 2011 SCC OnLine Bom 370

passing of a preliminary decree determining the rights and entitlements of the parties. In the present case, he submits, the grant of such reliefs at the interim stage would be wholly impermissible, particularly when there exists a serious and substantive dispute between the parties as regards their respective entitlements and the question of shareholding.

21. Mr. Nikhil Sakhardande, learned Senior Counsel appearing on behalf of Defendant No. 2, adopts and endorses the submissions advanced by Dr. Tulzapurkar on behalf of Defendant No. 1. Lastly, both, Dr. Tulzapurkar and Mr. Sakhardande, jointly make a statement, on instructions, that their respective clients shall not create any third-party rights in respect of any part of the estate of the deceased pending the final hearing and disposal of the captioned Suit.

REASONS AND FINDINGS

22. Having heard learned Senior Counsel appearing for the respective parties, and having perused the material placed on record, this Court is of the considered view that the Plaintiff has not made out a case for grant of the interim reliefs presently pressed, namely prayer clauses (c), (f) and (g).

23. It is well settled that the grant of interim relief is governed by the three cardinal principles, viz. (i) existence of a prima facie case, (ii) balance of convenience, and (iii) likelihood of irreparable injury. The Plaintiff must satisfy all three tests cumulatively. In the facts of the present case, the Plaintiff has failed to discharge this burden.

24. Insofar as the alleged financial irregularities are concerned, the Plaintiff places substantial reliance upon the Commissioner's Report dated 10th September 2025. It is true that the Report contains certain observations regarding cash withdrawals and escalation in employee benefit expenses. However, at this interlocutory stage, the contents of the Commissioner's Report cannot be treated as conclusive or as substantive evidence of wrongdoing. The Defendants are entitled, in law, to question, test and, if necessary, rebut the findings contained therein, whether by cross-examination of the Commissioner or by leading independent documentary and oral evidence. To grant substantive or mandatory directions solely on the basis of the Report at this stage would amount to foreclosing the Defendants' right to contest its contents, which would be impermissible.

25. In *Anjuman Intezamia Masjid (supra)*, the Supreme Court has held that a Commissioner's Report does not, by itself, amount to a

substantive finding on matters pending adjudication. Similarly, in ***Kolhapuri Bandu Lakade*** (*supra*), this Court had held that a Commissioner's Report is not conclusive and that any party aggrieved thereby, is entitled to cross-examine the Commissioner.

26. In any event, the discrepancies now sought to be highlighted by the Plaintiff are not confined to a period subsequent to his alleged exclusion from the affairs of the Company in 2022. The financial statements for the years 2016–17 and 2017–18, during which period the Plaintiff admittedly functioned as a Director, bear his signature. The alleged cash withdrawals and financial patterns were reflected in those very statements. The Plaintiff, having signed and approved the financial statements in his capacity as Director, cannot at this stage feign ignorance of the manner in which the Company's finances were recorded and presented.

27. The same financial statements also disclose the transfer of the deceased's shareholding in favour of Defendant No. 1 during the financial year 2016–17. The Plaintiff, being a Director at the relevant time, was fully aware of the shareholding pattern since at least 2017. He continued in such capacity for several years thereafter without demur. Prima facie, therefore, the conduct of the Plaintiff indicates acquiescence in, and acceptance of, the

prevailing shareholding structure. A challenge mounted nearly eight years later, at an interlocutory stage in a suit for administration, suffers from gross delay and laches.

28. The plea founded upon Rule 19(6) of the Companies (Share Capital and Debentures) Rules, 2014, and the timing of issuance of the death certificate, raises disputed questions of fact and law which cannot be conclusively determined at this interim stage. These issues will necessarily fall for adjudication upon trial or in appropriate proceedings before the competent forum/court. They cannot form the sole basis for grant of far-reaching interim reliefs in the present proceedings.

29. In *Invesco Developing Markets Fund (supra)*, this Court held that where the statute confers jurisdiction upon the NCLT/NCLAT in respect of matters which they are empowered to determine, the jurisdiction of the civil court stands excluded. Similarly, in *Anupam Mittal (supra)*, this Court had held that disputes pertaining to oppression and mismanagement are within the exclusive domain of the NCLT. In the captioned Suit, which is one simpliciter for administration of the estate of the deceased, this Court, in exercise of its civil jurisdiction, cannot entertain or grant reliefs that fall within the exclusive domain and jurisdiction of the NCLT.

30. Insofar as the relief sought in terms of prayer clause (c), the same cannot be granted at this interlocutory stage. It is an admitted position that, during the lifetime of the deceased, the bank accounts of the said Company were operated exclusively by him, and the Plaintiff was not in control thereof. Upon the demise of the deceased, such operational control has continued with Defendant No. 1. In these circumstances, a direction to add the Plaintiff as a joint signatory to the bank accounts of the said Company would materially alter the existing operational and financial structure of the Company. Such an order, passed at an interim stage, is likely to result in practical and administrative difficulties and may impede or interfere with the day-to-day functioning of the Company.

31. The reliefs sought in prayer clauses (f) and (g), particularly the direction to “bring back” monies allegedly withdrawn and to deposit all revenues with the Prothonotary and Senior Master, are in the nature of substantially mandatory and near-final reliefs. In a suit for administration, such directions would ordinarily follow only upon determination of the rights and shares of the parties and upon proper accounting. Granting such reliefs at this stage would, in effect, amount to granting the Plaintiff a significant part of the final relief without trial.

32. The balance of convenience also does not lie in favour of the Plaintiff. An interim arrangement has already been put in place by order dated 7th May 2024, whereby Defendant Nos. 1 and 2 have been directed to pay to the Plaintiff an ad hoc sum of Rs. 3,00,000/- per month. The said arrangement was devised to ensure that the Plaintiff is not left without financial support pending the suit. At this stage, that arrangement sufficiently safeguards his immediate interests. The Plaintiff has not been able to show any change in circumstances which would warrant any further reliefs in his favour.

33. No irreparable injury is demonstrated. The Plaintiff's entitlement to a 43.75% share in the estate, as per Shia law, is not in dispute. If ultimately he succeeds in the suit, appropriate accounts can be directed to be taken and adjustments can be made. The alleged monetary prejudice, if any, is capable of being quantified and compensated.

34. It is also material to note that learned Senior Counsel appearing for Defendant Nos. 1 and 2 have, on instructions, made a statement that their respective clients shall not create third-party rights in respect of any part of the estate of the deceased pending final disposal of the Suit. The said

statement is accepted and taken on record. The Defendants shall remain bound thereby.

35. In view of the aforesaid, this Court is of the *prima facie* opinion that the Plaintiff has failed to establish a strong *prima facie* case, the balance of convenience is not in his favour, and no case of irreparable injury has been made out so as to warrant grant of the interim reliefs sought.

36. The present Interim Application, to the extent it seeks reliefs in terms of prayer clauses (c), (f) and (g), is accordingly rejected. The ad-interim arrangement recorded in the order dated 7th May 2024 shall, however, continue during the pendency of the captioned Suit, subject to further orders. Needless to clarify that all observations contained herein are *prima facie* in nature and shall not influence the final adjudication of the captioned Suit.

37. In the circumstances, the present Interim Application is disposed of in terms of the following order:

:: ORDER ::

- A. The statement made by Defendant Nos. 1 and 2 that they shall not create any third-party rights in respect of any part of the

estate of late Mr. Adil Yusuf Nensey, pending the hearing and final disposal of the captioned Suit No. 145 of 2024 is hereby accepted by this Court.

- B. The interim arrangement recorded in the order dated 7th May 2024, directing payment of Rs. 3,00,000/- per month to the Plaintiff by Defendant Nos. 1 and 2, shall continue, pending the hearing and final disposal of the captioned Suit No. 145 of 2024. Liberty is however given to the Plaintiff to apply for enhancement of this amount in future, if the need/situation so warrants it.
- C. The present Interim Application stands disposed of in terms of the above order.
- D. There shall be no order as to costs.

(FARHAN P. DUBASH, J.)

Shubham Gadhavepatil