

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.16296 OF 2024

Devchand Korshi Dedhia

.....Petitioner

Vs.

Shiban Devchand Dedhia & Anr.

.....Respondents

Mr. Dushyant Purekar i/b Mr. Rajat Dedhia, for the Petitioner.

Mr. Eden De Horta Ribeiro, i/b Mr. Yogesh C. Naidu, for Respondent Nos.1 & 2.

CORAM : REVATI MOHITE DERE &

DR. NEELA GOKHALE, JJ.

DATE : 24th JULY 2025.

P.C.:-

1. The matter was kept in the Chambers to explore the possibility of an amicable settlement, considering that the senior citizen is involved.

2. Both the parties, i.e., both the children and father have agreed to interim arrangements. Accordingly, the Petitioner and the concerned Respondents have tendered 'Minutes of the Order', duly

signed by the Petitioner, the Respondent Nos.1 and 2 and Mr. Chetan Dedhia, younger son of the Petitioner.

3. The 'Minutes of the Order' are taken on record. Arrangements made by the parties are an interim arrangement pending the hearing of this Petition.

4. The said 'Minutes of the Order' reads thus:

“MINUTES OF THE ORDER

1. PARTIES: The parties to the Minutes of the Order are -

i. Devchand Korshi Dedhia

ii. Shibhan Devchand Dedhia

iii. Rita Shibhan Dedhia

2. Parties agreed as herein below without prejudice to rights and contentions of each of the parties as espoused by each of them in both the Writ Petitions herein.

3. This arrangement is interim/temporary pending, hearing and final disposal of the two Writ Petitions.

4. The parties agree that;

i. Mr. Devchand Korshi Dedhia will return to A-304, 3rd Floor, Adarsh Classic CHSL, Adarsh Dhugdhalay Road, Off. Marve Road, Malad West Mumbai – 400064 (herein referred to as “Adarsh Classic”) and re-commence living with Mr. Shibhan Devchand Dedhia and his family on and from 31st July 2025, after a thorough and complete physical and mental health check-up at the

“P. D. Hinduja Hospital and Medical Research Centre having address at 8-12, Swatantryaveer Savarkar Rd, Mahim West, Mahim, Mumbai, Maharashtra 400016.”

cost of the physical and mental health check-up shall be borne by Shibhan Dedhia and Chetan Dedhia in the ratio 50:50.

ii. Mr. Shibhan Devchand Dedhia and his family shall provide the basic furniture, viz. Bed, mattress, cupboard, table, chairs, electrical fittings in the room in Adarsh Classic which shall be occupied by Mr. Devchand Korshi Dedhia. Mr. Shibhan Dedhia and Family shall provide a clean, hygienic and usable toilet and bath facilities to Mr. Devchand Dedhia.

iii. Shibhan Dedhia and Rita Dedhia shall ensure that Devchand Dedhia is duly provided meals, tea/coffee, etc. during the course of the day, which would be the same as what they consume and as per Devchand Dedhia’s requirement (keeping in mind Devchand Dedhia’s health

condition).

iv. Devchand Dedhia shall be allowed to install a television set along with all the other ancillary devices like set-top box, etc in the room in Adarsh Classic Flat. The costs of the Television and towards internet / cable connection towards the same shall be borne by Chetan Dedhia and Shibhan Dedhia in the ratio 50:50. Devchand Dedhia undertakes that he shall not play the Television on a loud volume to disturb the peace and harmony in the flat.

v. The parties agree that the living arrangements upon return of Devchand Korshi Dedhia to Adarsh Classic and as long as he lives there, will be as under -

a. There shall be a full-time male caretaker arrangement for Devchand Korshi Dedhia, cost of which shall be borne by Shibhan Devchand Dedhia and Chetan Devchand Dedhia in the ratio 50:50.

b. The apartment Adarsh Classic will be equipped with colour CCTV camera with mic facility, arrangement as per the plan attached herewith.

c. The remote access to the DVR in relation to Cameras as per the enclosed plan will be available to Chetan Devchand Dedhia and Shibhan Devchand Dedhia who shall ensure that they shall not share the password with third party.

d. The cost of affixing and maintaining the camera and DVR equipment's will be borne in the ratio 50:50 by Chetan Devchand Dedhia and Shibhan Devchand Dedhia.

e. The aforesaid camera and DVR equipment will be linked to dedicated Wi-Fi router, which will be installed and maintained at the cost of Chetan Devchand Dedhia and Shibhan Devchand Dedhia in the ratio 50:50.

f. Chetan Devchand Dedhia, his wife and daughter and friends of Devchand Korshi Dedhia can visit Adarsh Classic to meet Devchand Korshi Dedhia between 5pm to 7:30 pm of any day.

g. It is agreed that doctor and/or medical support staff, can visit the Adarsh Classic Flat at any time in the day and there shall be no restriction of time and duration for them. Mr. Shibhan Dedhia and his family shall not restrain such personnel from ingress and egress from the Adarsh Classic Flat. The cost of services of such doctor and/or medical support staff shall be borne between Shibhan Dedhia and Chetan Dedhia in the ratio 50:50.

h. In the event there arises any medical emergency concerning Devchand Dedhia, Shibhan Dedhia (as the primary care-giver) shall take the appropriate steps including rushing to the Hospital, medical decisions, consents, etc. In this regard, Devchand Dedhia shall

forthwith record his Advance Directives to the custodian being the Medical Officer (Health) of P-North Ward and copies to both Shibhan Dedhia and Chetan Dedhia.

i. Shibhan Dedhia has already paid appropriate premium (paying INR 42,305/-) and secured Mediclaim insurance for Devchand Dedhia as, 50% of which shall be paid over by Chetan to Shibhan forthwith. Copy of the Mediclaim Copy and premium receipt is handed over to Chetan Dedhia.

j. In the event of any domiciliary treatment of Devchand Dedhia during the time he is in Adarsh Classic, then any monies which are required to be paid beyond the reimbursements/cashless facility borne by the Insurance Company shall be shared in the ratio 50-50 by Chetan and Shibhan.

k. Devchand Korshi Dedhia and Shibhan Dedhia undertake and assure to this Hon'ble Court that they will not consume any intoxicant in the Adarsh Classic or outside (if and when he goes out). In any event, Devchand Korshi Dedhia and Shibhan Dedhia assure and undertake to this Hon'ble Court that they will not be in an intoxicated condition in Adarsh Classic.

l. Shibhan Dedhia and his family are permitted to prohibit any visitor who is intoxicated from entering the premises.

m. Devchand Korshi Dedhia agrees and undertakes to this Hon'ble Court to conduct himself in a polite and respectful manner with Shibhan Dedhia and all his family members, befitting his stature as the elder of the family.

n. The caretaker for Devchand Korshi Dedhia will be subjected to appropriate verification, police clearance, vetting, etc., to ensure the security and safety of not only Devchand Korshi Dedhia, but also Shibhan Dedhia and his family members.

o. Mr. Shibhan Devchand Dedhia shall deposit the amount of Rs. 10,000/- per month which is granted by the Senior Citizen Tribunal by an order dated 14th March 2024 to Mr. Devchand Korshi Dedhia. It is agreed that the amount is payable from the date of the order i.e., 14th March 2024 till date and Mr. Shibhan Devchand Dedhia shall keep paying the aforesaid monthly maintenance amount of Rs. 10,000/- till further orders. The amounts shall be deposited in the account of Mr. Devchand Korshi Dedhia being:

Name of A/c Holder – Devchand Korshi Dedhia

Indian Overseas Bank

Account No. 0973010000446

Having address at: Indian Overseas Bank, Ground Floor, Silver Craft No. 66, Adarsh Dugdhalaya Lane, Marve Road, Malad West, Mumbai 400064.

Mr. Shibhan Dedhia and Mr. Chetan Dedhia undertake not operate the aforesaid account or use this money in any manner whatsoever. It is also clarified that no accounts shall be given to any of the parties by Devchand Kroshi Dedhia towards spending of the amounts from his bank account. Mr. Devchand Dedhia shall spend the aforesaid amounts as and how it deems fit.

p. To further ensure the security and safety of not only Devchand Korshi Dedhia, but also Shibhan Dedhia and his family members (as also to ensure transparency by a review of such visitor data later on by any desirous party), there shall be maintained a written record entry and exit of duly identified visitors who shall visit Adarsh Classic Flat.

q. Parties agree that Devchand Korshi Dedhia and Chetan Devchand Dedhia shall within one-week, issue written instructions for de-freezing the following bank account, which Shibhan assures he will not operate :

“Name of A/c Holder – Ajanta Emporium

A/c No. - 0225201004197

The Canara Bank Ltd.

1st floor, Shree Shopping Centre, Swami Vivekananda Rd, Malad West, Mumbai, Maharashtra 400064.”

And transfer a sum of INR 1,98,380/- (being the monies incorrectly remitted by client of Ajanta Emporium - Proprietor -

Shiban Dedhia - PCPL & Gala X-ray to this account, in respect of which the relevant bank entries, Purchase order/s, Invoice/s and Delivery Challan/s are shown to Chetan) to Shiban Dedhia in his following account-

“Name of A/c Holder – Ajanta Emporium

A/c No. – 120000814131

The Canara Bank Ltd.

*1st floor, Shree Shopping Centre, Swami Vivekananda Rd,
Malad West, Mumbai, Maharashtra 400064.”*

Place – Mumbai)

Dated this 23rd July 2025)”

5. All the parties to the ‘Minutes of the Order’ agree to abide by the Undertakings given by them in the ‘Minutes of the Order’.
6. Stand over to **12th August 2025** under the caption for ‘Directions’.

(DR. NEELA GOKHALE, J.)

(REVATI MOHITE DERE, J.)

Digitally
signed by
SHAMBHAVI
SHAMBHAVI
NILESH
SHIVGAN
SHIVGAN
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