

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

INTERIM APPLICATION (L) NO. 11489 OF 2025

IN

SUIT (L) NO. 11483 OF 2025

Dinanath Chaugani Chaturvedi

...Applicant

Versus

Devesh Dinanath Chaturvedi & Ors.

...Respondents

Mr. Pradeep B. and Aayesh Gandhi i/b Wadia Ghandy & Co. for the Plaintiff.

Mr. Janak Dwarkadas, Senior Advocate a/w Munaf Virjee, Rushabh Parekh and
Aakruti Jayendran i/b AMR Law for Defendant Nos. 1 and 3.

Mr. Ankit Lohia i/b Vishal S. Shriyan for Defendant No. 2.

CORAM : ARIF S. DOCTOR, J.

DATE : 9th MAY, 2025

P.C. :

1. The matter is on board for speaking to the minutes of the order dated 5th May, 2025.

2. Learned Counsel invites my attention to the paragraph 2 of the said order, which has inadvertently been recorded and requires correction. It is submitted that the same may be substituted as follows:

“2. Mr. Dwarkadas and Mr. Lohia assure the Court that, until further orders of this Court, all the assets/properties which are set out in Exhibit L and M to the Plaint shall not in any manner be dealt with. They have stated that an amount of Rs. 28 Crore came into the Plaintiff’s senior citizen account in HDFC Bank from the Plaintiff’s capital account in the Chaturvedi and Shah LLP. They further undertake and assure the Court that the amount of Rs. 28 Crores, which according to Mr. Jagtiani had been withdrawn/transferred from the Plaintiff’s senior citizen account in HDFC Bank, is presently reflected in the capital account of Defendant Nos. 2 and 3 in the said LLP. They undertake and assure that the same shall also not be dealt with and shall be restored/credited to the Plaintiff’s senior citizen HDFC account/Plaintiff’s capital account in Chaturvedi and Shah LLP, if so directed by the Court.”

3. Learned Counsel further submits that the following sentence was inadvertently omitted, and the same may be added as paragraph 9 of the said order.

“ The statements/undertakings of the parties recorded above and the parties agreement to refer the disputes and differences to

mediation is without prejudice to their respective rights and contentions, all of which are kept open.”

4. Hence, the said order be corrected accordingly.

(ARIF S. DOCTOR, J.)