

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/Plaintiff

Versus

Devesh Dinanath Chaturvedi & Ors.

...Defendants

Mr. Sharan Jagtiani, Senior Advocate, a/w Pradeep Bakhru and Aayesh Gandhi i/b Wadia Ghandy & Co. for the Plaintiff.

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

Mr. Ankit Lohia, Aditya Seetharaman i/b Vishal Shriyan for Defendant No. 2.

CORAM : ARIF S. DOCTOR, J.

DATE : 5th MAY, 2025

P.C. :

1. The captioned Suit has been filed by the Plaintiff through his next friend namely Mr. Gagan Dinanath Chaturvedi. Defendant Nos. 1 to 3 are the sons and grandson of the Plaintiff, and the brothers and nephew of Mr. Gagan Dinanath Chaturvedi. Hence, on the previous occasion, it was put to Learned Counsel for the parties as to whether they were willing to submit their disputes and differences to mediation, given that they were closely related to each other.

Note. This order is modified/corrected as per order dated 9th May, 2025.

Ajit

Today, Learned Counsel for the parties submit that their respective clients are agreeable to submit their disputes and differences to mediation to refer all their disputes and differences to mediation including those which are beyond the subject matter of the Suit and pertaining to entities owned and/or controlled by them.

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 Jagtiani had been withdrawn/transferred from the Plaintiff's senior citizen account in HDFC Bank, is presently reflected in the capital account of Defendant Nos. 2 and 3 in the said LLP.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. Mr. Dwarkadas submits that Mr. Gagan Chaturvedi will be permitted to visit the Plaintiff, along with his family members, as and when he

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so desires, provided it is within reasonable hours, given the advanced age of the Plaintiff. He, however, makes it clear that during such visitation, the Plaintiff shall have with him his medical attendant/other attendant.

4. Mr. Jagtiani also assures the Court that during such visits, Mr. Gagan Chaturvedi will not record either by way of letter, video or any other electrical means of communication what transpires in these visits. He submits that the only and sole object of the visit is Mr. Gagan Chaturvedi to meet his father. His statement is accepted.

5. In view of the above, I appoint Justice R.V. Raveendran (Former Judge, Supreme Court of India) to act as a Mediator. To obviate any confusion, the mediation shall be between Mr. Gagan Dinanath Chaturvedi, Mr. Devesh Dinanath Chaturvedi, Rajesh Dinanath Chaturvedi and Brijesh Devesh Chaturvedi. The details of the Learned Mediator are as follows:

Name	Justice R. V. Raveendran
<i>Address</i>	No.8/2, Krishna Road, Basavangudi Bangalore-560006, Karnataka.
<i>Email</i>	justicervraveendran@gmail.com

6. A copy of this order shall be intimated to the Learned Mediator by the advocates for the Plaintiff, with due notice to the advocates for Defendant

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Nos. 1 to 3. The Learned Mediator shall thereafter fix schedule of mediation.

7. It is made clear that all the necessary costs, charges and expenses of mediation shall be borne equally by the parties.

8. The parties shall cooperate with the Mediator by furnishing all relevant materials/documents as may be required by the mediator for the purposes of mediation.

9. 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.

10. Stand over to 11th June, 2025 for direction.

(ARIF S. DOCTOR, J.)