

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

**INTERIM APPLICATION NO. 858 OF 2022  
IN  
SUIT NO. 244 OF 2021**

Pankaj Mulchand Shah ... Applicant

**V/s.**

Shilpa Jigneshkumar Jain and Anr. ... Defendants

**WITH  
INTERIM APPLICATION NO. 874 OF 2022  
IN  
SUIT NO. 244 OF 2021  
WITH  
COURT RECEIVER'S REPORT NO. 381 OF 2022  
IN  
SUIT NO. 244 OF 2021**

Shilpa Jigneshkumar Jain ... Applicant/Plaintiff

**V/s.**

Vijay Mulchand Shah @ Chowatia and Anr. ... Defendants

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Mr. Prasad M. Gaonkar for the Plaintiff  
Mr. Anuj Desai i/b. Natasha Bhot for Defendant No.1  
Mr. Sachin Chandarana with Mr. Jaiveer Dhakan i/b. M/s. Manilal Kher  
Ambalal & Co. for Defendant No.2  
Mr. Vijay Mulchand Shah, Defendant No.1 present  
Ms. Nandini Deshpande, 1<sup>st</sup> Assistant to Court Receiver, High Court

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**CORAM : FARHAN P. DUBASH, J.**

**DATE : 30<sup>th</sup> JANUARY 2026**

**P.C. :**

1. The present Suit has been filed seeking partition of the estate of the deceased parents of the Plaintiff, Defendant No.1 and Defendant No.2 who are all siblings. After several meetings, the parties have agreed to an arrangement so as to distribute the estate amongst themselves. Considering this, by consent of all parties who are present in Chambers today before me, and in whose presence this order is being dictated, the following is agreed :-

(a) All parties agree that the entire estate of the deceased parents shall be distributed between themselves in the following ratio :-

(i) Shilpa Jignesh Jain (Plaintiff)- 28%

(ii) Vijay Mulchand Shah (Defendant No.1)- 43%

(iii) Pankaj Mulchand Shah (Defendant No.2)- 29%.

(b) M/s. Shetgiri and Associates shall once again undertake the exercise of valuing the following immovable properties :

(i) Flat No.16, Purab Apartment at Walkeshwar;

(ii) Flat No.101 situated in A-Wing at Bhayander Venkatesh Kirti ; and

(iii) Flat No. 301 at Bhanu Jyoti Malad.

(c) On the basis of the valuation given by M/s. Shetgiri and

Associates in respect of Flat No 101 at Bhayander Venkatesh Kirti, Flat No.102 at Venkatesh Kirti will be accordingly valued by the parties themselves.

(d) All parties agree that they shall unconditionally accept the valuation that is given by M/s. Shetgiri and Associates and they will not challenge the said valuation.

(e) M/s. Shetgiri and Associates has already prepared a valuation report dated 15th November 2022 in respect of the other assets which form part of the estate of the deceased parents, which include :

- (i) Land at Mandar Village, Sirohi, Rajasthan admeasuring 8158 square feet – valued at Rs.51,16,000/- ;
- (ii) Land at Mandar Village, Sirohi, Rajasthan admeasuring 240.25 + 972 + 6554 square feet – valued at Rs.1,01,02,500/-;
- (iii) Land at Mandar Village, Sirohi, Rajasthan admeasuring 1591.25 square feet – valued at Rs. 20,70,000/- ;
- (iv) Ground + two storied house at Mandar Village, Sirohi, Rajasthan – valued at Rs. 51,28,000/- ; and
- (v) New bungalow under construction – valued at Rs.1,09,94,000/-.

(f) All parties accept the said valuation report insofar as the aforementioned five properties are concerned.

(g) Insofar as the other movable items are concerned, which form

part of the estate of the deceased parents and which include Bank Accounts, Bank Lockers, Shares, Fixed Deposits, Cash, etc., there is no dispute with regard to the valuation between the parties.

(h) M/s. Shetgiri and Associates shall prepare and submit the valuation report of the three Flats mentioned above in a sealed cover to this Court as expeditiously as possible and in any event on or before 27<sup>th</sup> February 2026.

(i) The valuation report will thereafter be opened by this Court in the presence of all the parties. Defendant No. 1 will then be given the first right to choose which of the immovable properties forming part of the estate of the deceased parents he would like to purchase. The other immovable properties shall thereafter be sold through a private treaty at the first instance. If no bids are received, then these properties shall be sold through a public auction. The time-lines in this regard shall be decided later.

(j) The costs and charges of M/s. Shetgiri and Associates in preparing the valuation report in respect of the three Flats shall be paid by the Court Receiver from the Canara Bank Saving Account bearing No. 0204101029944 which forms part of the estate of the deceased parents. If there is any shortfall, the Court Receiver shall

make an application to this Court at which time this Court will consider asking all parties to contribute towards these charges in respect of their proportionate share viz. 28% : 43% : 49%.

2. In so far as the expenses stated to have been expended by Mr. Vijay Mulchand Shah are concerned, it is agreed that :

(i) Maintenance charges of Rs. 30,903/- towards Bhanu Jyoti Malad flat shall be shared by all three parties in their proportionate ratio viz. 28% : 43% : 49%.

(ii) Charges for registration/stamp duty of PAA Agreement of Bhanu Jyoti-Malad flat of Rs. 2,03,600/- shall also be shared by all three parties in their proportionate ratio viz. 28% : 43% : 49%.

(iii) Vijay Mulchand Shah shall provide accounts in respect of rent, corpus and any other monies received by him in respect of the Bhanu Jyoti-Malad Flat. All the three parties will be entitled to credit all this amount in their proportionate ratio viz. 28% : 43% : 49%.

(iv) The first installment towards extra area which was required to be purchased under the PAA Agreement executed for the Bhanu Jyoti - Malad Flat of Rs.71,750/- shall also be shared by all the three parties in their proportionate ratio viz. 28% : 43% : 49%.

(v) All other expenses stated to have been incurred by Vijay

Mulchand Shah including *inter-alia* maintenance charges for the Flat No.16, Purab Apartment, Venkatesh Kirti - Bhayander Flat, renovation expenses in the Venkatesh Kirti - Bhayander Flat, expenses already incurred for construction of bungalow at Mandar Village, Sirohi, Rajasthan shall be borne solely by Vijay Mulchand Shah.

(vi) However, in so far as the amount that is stated to be due and payable to the carpenter viz. Rs. 5,90,000/- this amount shall be shared by all the three parties in their proportionate ration viz. viz. 28% : 43% : 49%.

(vii) No further expenditure shall be incurred by Vijay Mulchand Shah in respect of the construction of the new bungalow at Mandar Village, Sirohi, Rajasthan.

3. All the parties have agreed and undertaken to this Court that they shall co-operate with M/s. Shetgiri and Associates and with the Court Receiver, High Court, Bombay for the purposes of this valuation and even otherwise, to ensure that the arrangement between themselves as recorded above is honored.

4. Stand over to 4<sup>th</sup> March 2026 at 5.00 p.m. in Chamber.

**( FARHAN P. DUBASH, J. )**