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

APPEAL NO. 113 OF 2024

IN

INTERIM APPLICATION NO. 3463 OF 2023

IN

SUIT NO. 528 OF 2023

Ramesh Sippy

.. Appellant

Versus

Sunhil Ajit Sippy and Ors.

.. Respondents

Adv. Shanay Shah, i/b. Bachubhai Munim and Co., for the Appellant.

**Adv. Archit Jayakar, a/w Adv. Pooja Yadav, Adv. Parita Mashruwala
i/b. Jayakar and Partners,** for Respondent Nos. 9 to 13.

Mr. Shaan Uttamsingh, Respondent No. 9 present in Court.

Mr. Sameer Uttamsingh, Respondent No. 10 present in Court.

**CORAM: B. P. COLABAWALLA &
FIRDOSH P. POONIWALLA, JJ.**

DATE: JANUARY 13, 2025

P. C.

1. The above appeal takes exception to the Order passed by the learned single Judge in Interim Application no. 3463 of 2023 in Suit No. 528 of 2023. This Suit was filed by the Plaintiff seeking administration of the

estate of the deceased-mother. In this Suit, the aforesaid Interim Application was filed seeking various Interim reliefs.

2. The Interim Application was dismissed by the learned single Judge as he was of the opinion that it was without any merit. Hence, the present Appeal.

3. After we heard the parties for some time, as a pro-tem arrangement, the parties have agreed to the following order:

A) Respondent Nos. 9 and 10 or any one claiming through them, shall not part with possession, sell, encumber or create any third party right, title or interest in Flat No. 5 A in Shree Vijaya Bhavan, Altamount Road, Mumbai. The Appellant before us, namely, the Plaintiff shall also not part with possession, sell, encumber or create any third party rights title or interest in relation to Flat No. 5 B. Parties have agreed that this Order is necessitated because the share certificate in relation to Flat 5 B stands in the name of the Plaintiff and the share certificate in relation to 5 A stands in the name of Respondent 9.

However, there is no Bifurcation of Flats 5 A and 5 B and it is one single unit as on date.

B) Respondent Nos. 9 and 10 shall be entitled to carry out internal renovation work in Flat 5 A and 5 B (the entire flat no. 5) without in any way changing the layout of the flat in any manner whatsoever. Respondent Nos. 9 and 10 shall ensure that they do not carry out any structural changes (this does not include structural repairs to be carried out by the society) in any form whatsoever, without the leave of the Court. The entire cost of this renovation shall be borne by Respondent Nos. 9 and 10 and they shall not claim any equities in relation to the fact that they have carried out the renovation which puts the Flat in a better condition than what it originally was.

C) The parties have agreed that they be referred to Mediation by the Hon'ble Mr. Justice S.J. Kathawalla, (Retd.), to try and see if all disputes between the parties can be settled. The parties have further agreed that the cost of the Mediation shall be borne equally by the Appellant on the one hand and Respondent Nos. 9 and 10 on the other. The parties have agreed to appear before the

Mediator on 16.1.2025 @ 11.30 a.m. at the chamber of the Mediator, when the mediator shall give all further directions as to how the Mediation is to proceed. The learned Mediator is requested to file his report in this Court within a period of 4 weeks from today. If the Mediator requires any further time, the parties are free to approach this Court seeking an extension.

4. As far as the other reliefs are concerned and which are pressed by Mr. Shah, namely, in relation to sale of shares, no order has been passed in relation thereto today, because, the matter has been referred to Mediation. If for any reason the Mediation fails, this Court will then consider on the aforesaid reliefs.

5. Stand over to 14th February, 2025 for directions.

6. This order will be digitally signed by the Private Secretary/ Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[FIRDOSH P. POONIWALLA, J.]

[B. P. COLABAWALLA, J.]