

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

**NOTICE OF MOTION NO. 2342 OF 2018
IN
SUIT NO. 2539 OF 2009**

ARTI
VILAS
KHATATE
Digitally
signed by
ARTI VILAS
KHATATE
Date:
2025.09.17
12:03:05
+0530

NADEEM MAJID OOMERBHOY)...APPLICANT

IN THE MATTER BETWEEN

NADEEM MAJID OOMERBHOY)...PLAINTIFF

V/s.

RIYAD RASHID OOMERBHOY AND OTHERS)...DEFENDANTS

Mr.K.G.Munshi, Senior Advocate a/w. Mr.Ganesh Ambekar i/by Jariwala Associates, Advocate for the Applicant /Plaintiff.

Mr.Kalpesh Joshi a/w. Ms.Nisha Shah i/by Kalpesh Joshi Associates, Advocate for the Defendant no.1A and 1B.

Mr.Malcolm Siganporia a/w. Mrs.Nandini Joshi, Mr.Dhruv Joshi and Ms.Janavi Khant i/by Harish Joshi & Co., Advocate for the Defendant no.2.

Mr.Neil Dutta a/w. Mr.Ayan Roy i/by Wadia Ghandy & Co., Advocate for the Defendants no.5(a) to 5(d).

Mr.Yohaana Shah a/w. Ms.Rujuta Patil i/by Negandhi Shah & Himayatullah, Advocate for the Defendants no.10 and 11.

Mr.Swayam Chopda, Officer on Special duty, Court Receiver's Office, present in Court.

CORAM : ABHAY AHUJA, J.

DATE : 16th SEPTEMBER 2025

P.C. :

1. This Notice of Motion has been filed seeking a number of reliefs.
2. When the matter is called out, Mr.Munshi, learned Senior Counsel appearing for the Applicant submits that the Notice of Motion has been served on the Respondents and an Affidavit of service has also been filed. That, despite service, no replies have been filed in the matter.
3. Mr.Munshi submits that the Court Receiver has been appointed with respect to the ground floor of Hira Villa property on 2nd August 2023. Mr.Munshi submits that, therefore, prayer clause (a) of the Notice of Motion has been worked out. That, as regards prayer clause (b), the same has become infructuous because the Court Receiver is now in possession. As regards prayer clause (c), Mr.Munshi submits that the same can be framed as an issue in the Suit and the same could also, therefore, be worked out.
4. Mr.Munshi prays for prayer clause (d) which reads thus :

“(d) The Court Receiver be directed to collect from the

society and the Defendants no.1a, 1b and the Defendant no.15 copies of all records as the same pertains to Flat no.2, Ground floor, Hira Villa Co-operative Housing Society Ltd., Pali Hill Road, Mumbai, including copies of all legal proceedings, correspondence and society AGM etc. and provide copies of the same to the Plaintiff.”

5. Mr.Neil Dutta, learned Counsel, appears for the Defendants no.5(a) to 5(d) and submits that he has no objection if prayer clause (d) is allowed, however, he has objection to prayer clause (e) which seeks sale of the said Hira Villa property. Mr.Dutta submits that this Court has already listed the matter for hearing on 9th October 2025 as regards the sale of the Andromeda property.

6. Mr.Munshi submits that, at the moment, he is not pressing for prayer clause (e).

7. Mr.Kalpesh Joshi, learned Counsel appearing for the Defendants no.1A and 1B submits that he has instructions to consent for prayer clause (e).

8. Mr.Signaporia, learned Counsel appearing for the Defendant no.2, leaves it to the orders of this Court.

9. Having heard the learned Senior Counsel and having considered the submissions, this Court is of the view that for the time being relief in terms of prayer clause (d) be granted.

10. The Court Receiver to, within a period of eight weeks, comply with the said order.

11. List on **2nd December 2025**.

(ABHAY AHUJA, J.)