

IN THE COURT OF SMALL CAUSES, AT MUMBAI**Exh.55****IN****R.A.D. Suit No. 2136 of 2008
CNR NO. MHSCA20003462009**

1. Abdul Kayum M. Shaikh & Ors.

.... Plaintiffs.

Versus

Haji Ismail Haji Allana Cutchi
Memon Charity Trust & Ors.

.... Defendants.

Coram :Smt. S. N. Morwale
Judge, C.R. No. 22
Dt.: 22/3/2018**ORDER BELOW EXH:-**

1. Plaintiffs have filed this application for recasting of issue No. 2.

2. Plaintiffs submitted that by amendment they have incorporated name of defendant No.22 in prayer clause. Hence, issue be recasted substituting name of defendant no. 22 in place of defendant nos. 1, 3, to 6 as interest in the suit premises has been transferred

from 1, 3 to 6 to defendant No.22.

3. Defendants have failed to give say on this application. Hence, case was proceeded without say of defendants on this application.

4. I heard learned counsel for the plaintiffs. I perused record of this case. At present defendant no.22 is having interest in suit premises. Hence, I consider that his name should be substituted in place of defendant No.1, and 3 to 6 in issue No.2. Hence, I pass this order.

ORDER

This application is hereby allowed and issue No.2 is hereby recasted.

Recasted Issue No 2 :

Do plaintiffs prove that defendant No.22 refused to transfer rent receipt in their joint name or any one of them?

Mumbai
Dt.: 22nd March, 2018

(S. N. Morwale)
Judge, C.R. No.22

Order dictated on – 22/3/2018
Order transcribed on – 22/3/2018
Order printed & signed on -22/3/2018

(S. N. Morwale)
Judge, C.R. No.22

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