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

**CHAMBER SUMMONS NO. 53 OF 2011
IN
SUIT NO. 2678 OF 2010**

Parwan Construction Pvt. Ltd. ...Plaintiff
Vs.
Ranjitsingh Linga & Ors. ...Defendants

Mr. Vivek Walvalkar a/w. Mr. Sameer R. Bhalekar
with Ms. Vidita S. Bhalekar, Advocates for the Plaintiff
Mr. S.S. Joshi, Advocate for Defendant Nos. 1 & 2
Mr. Neel Pungliya i/b. M/s. Yogesh Adhia, Advocate
for Defendant No.3.

**CORAM : MRS. ROSHAN DALVI, J.
DATED : 20TH MARCH, 2015**

P.C. :

1. The plaintiff has sued for a declaration that the defendant Nos. 1 and 2 have no right, title or interest to remain in the use and possession of the suit premises and for possession of the premises from defendant Nos. 1 and 2 as also for removal of certain unauthorised construction by defendant Nos. 1 and 2 and for the incidental relief of injunctions.
2. The plaintiff's predecessor in title is one Muktaben Sanghavi who was the owner of the entire plot of land. On

the plot of land there were two structures called shed-I and shed-II. Shed I was tenanted to 13 tenants. Shed II was in occupation of the owner, the said Muktaben Sanghvi. Muktaben Sanghvi entered into an agreement with defendant No.3 for sale of the reversionary rights on 14th July, 1987. Thereafter defendant No.3 entered into a sale agreement with defendant Nos. 1 and 2 on 13th August, 1992. Defendant Nos. 1, 2 and 3 got the said agreement registered under a deed of confirmation on 11th October 2005.

3. The suit challenges rights of defendant Nos. 1 and 2 who claim through defendant No.3. Since defendant No.3 has already transferred his right, title and interest to defendant Nos. 1 and 2 the plaintiff has not applied for any relief against defendant No.3. The said Muktaben Sanghvi entered into a conveyance with one Mehta and Kanakiya who entered into conveyance with the plaintiff on 31st October, 2002. The plaintiff claims rights, through Mehta and Kanakiya to their prior predecessor in title, Muktaben. Consequently Muktaben Sanghvi was the initial owner who entered into agreement for reversionary rights with defendant No.3 who in turn sold the rights to defendant Nos. 1 and 2 and who entered into the conveyance with Mehta and Kanakiya who in turn sold the suit property to the plaintiff.

4. Defendant No.3, therefore, is the link between

Muktaben Sanghavi, defendant Nos. 1 and 2 who claimed rights under the agreement dated 31st August, 1992. Defendant No.3, is, therefore, a proper party to the suit. The presence of defendant No.3 would be required by the Court in determination of the issues in the suit. Consequently defendant No.3 cannot be struck off from the array of parties.

5. Hence the chamber summons is dismissed.

(ROSHAN DALVI, J.)