

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

WRIT PETITION NO.1794 OF 2014

Prabhavati Dawda

...Petitioner.

V/s.

Municipal Corporation of Greater Mumbai
& Ors.

...Respondents.

Mrs. Prachi Khandge i/b M. P. Vashi & Associates for the Petitioner.

Mr. Vinod Mahadik for the BMC -Respondent Nos.1 to 3.

Mr. Pavan S. Patil for Respondent No.4.

Mr. Nikhil Sakhardande for Respondent No.5.

**CORAM : A.S.OKA &
V.L. ACHLIYA,JJ.**

DATE : 8th SEPTEMBER, 2015

P.C.:

. Heard the learned counsel for the petitioner.

2. The petitioner has alleged that there is a breach of clause (10) of the Intimation of Disapproval. The said clause (10) reads thus:

“That the Agreement with the existing tenant alongwith the plans will not be submitted before C.C.”

3. The contention of the petitioner is that there could be a full compliance with clause (10) not merely by executing an agreement but also by performing the obligations under the terms and conditions of the agreement. On plain reading, the clause (10) requires the person to whom the permission is granted to execute an agreement with the existing tenants enclosing therewith the requisite plans.

4. It is not in dispute that such an agreement was executed by and between the petitioner and the 4th respondent and in fact, according to the petitioner, she has filed a suit for enforcement of the said agreement which is pending in the Civil Court. In view of the pendency of the suit, the petitioner can obviously pray for appropriate relief in the pending suit. No case is made for interference in a petition under Article 226 of the Constitution of India. We make it clear that no adjudication is made on the dispute between the petitioner and the 4th respondent.

5. Subject to what is observed above, the petition is rejected.

(V. L. ACHLIYA, J.)

(A. S. OKA, J.)

C E R T I F I C A T E

“ Certified to be true and correct copy of the original signed Judgment/Order.”