

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 1450 OF 2015

IN

SUIT NO. 354 OF 2011

Gaurav Gulabing Rajpurohit ... Applicant

IN THE MATTER BETWEEN :

Gaurav Gulabing Rajpurohit ... Plaintiff

Versus

Bharat Mansukhlal Parekh and Ors. ... Defendants

And

Mr. Parag Parekh ... Prop. Respondent /
Defendant No. 5

Mr. Shyam Kapadia i/b. Ms. Rupali Thosar for the Applicant / Plaintiff.

Mr. D.P. Desai for Defendant Nos. 1 and 2.

Mr. N. Rajani i/b. V. Deshpande for proposed Respondent / Defendant No. 5.

CORAM : S.J. KATHAWALLA, J.
DATED : 9TH DECEMBER, 2015

P.C.

1. The above Chamber Summons is taken out by the Applicant / Plaintiff to join the Respondent – Mr. Parag Parekh as Defendant No. 5 in the above Suit and amend the Plaint in terms of the Schedule annexed to the Chamber Summons along with consequential amendments.

2. The Plaintiff has filed the above Suit against the Defendants *inter alia* seeking specific performance of two Memorandum of Understandings, whereunder the Applicant / Plaintiff had *inter alia* agreed to purchase and Defendant Nos. 1 and 2 had agreed to sell the subject bungalow as well as certain plant and machinery of the partnership firm, in which the Applicant / Plaintiff and Defendant Nos. 1, 2 and

4 are the Partners.

3. On 3rd July, 2014 the learned Single Judge of this Court dismissed Notice of Motion No. 1173 of 2011 taken out by the Applicant / Plaintiff and allowed Defendant Nos. 1 and 2 to withdraw the title-deeds of the subject bungalow upon deposit of Rs.1.69 Crores as provided in the order. The Defendant Nos. 1 and 2 have thereafter withdrawn the title-deeds from this Court and have created third party rights in favour of their son, the Respondent herein, by way of an alleged Gift Deed. According to the Applicant / Plaintiff, the said Gift Deed and purported transfer is a dishonest attempt on the part of Defendant Nos. 1 and 2 to defeat the legitimate claim of the Applicant / Plaintiff and an attempt to render the present proceedings infructuous. An appeal filed by the Plaintiff impugning the order dated 3rd July, 2014 is pending.

4. The Applicant / Plaintiff has therefore taken out the above Chamber Summons to bring the subsequent facts on record. It is submitted that no harm, prejudice and / or loss shall be caused to the Defendants if the Applicant / Plaintiff is allowed to amend the Plaint in terms of the Schedule annexed to the Chamber Summons.

5. I have perused the amendments sought to be carried out to the Plaint. I have also heard the learned Advocates appearing for the parties. As stated earlier, by the present Chamber Summons, the Applicant / Plaintiff seeks to bring the aforestated subsequent facts on record. The Applicant / Plaintiff has not claimed any further reliefs in the matter. In view thereof, no prejudice whatsoever will be caused to the Defendants if the Plaint is allowed to be amended in terms of the

Schedule annexed to the Chamber Summons. The Chamber Summons is therefore allowed in terms of prayer Clauses (a) and (b), which are reproduced hereunder :

“(a) That the name of the Respondent abovenamed be added as Defendant No. 5 as per the Schedule annexed hereto ;

(b) That consequential amendments be allowed and granted to be carried out in the Plaint and proceeding as per Schedule annexed hereto”.

6. The Advocate for the Applicant / Plaintiff shall carry out the amendments on or before 23rd December, 2015.

7. All contentions of the parties are kept open.

The Chamber Summons is accordingly disposed of.

(S.J.KATHAWALLA, J.)