

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**APPEAL FROM ORDER NO.113 OF 2015
ALONGWITH
CIVIL APPLICATION NO.144 OF 2015**

**Balaji Heart Hospital and
Diagnostic Centre Private Limited**

.. Appellant

Versus

**The Municipal Corporation of
Greater Mumbai and others**

.. Respondents

Mr. A. A. Pandey i/by Mr. Anand Pandey for the Appellant.

Mrs. Madhuri More for the Respondents.

**CORAM : R.M. SAVANT, J.
DATE : 25th JULY 2016**

PC.

1 The above Appeal from Order takes exception to the order dated 19.12.2014 passed by the Learned Judge of the City Civil Court, Greater Mumbai, by which order, the Notice of Motion filed by the Appellant/original Plaintiff came to be dismissed. The said Notice of Motion was filed for claiming the relief of mandatory injunction directing the MCGM to renew the lease of the hospital and also for permanent injunction from taking any action against the hospital. In the suit, the Plaintiff has challenged the show-cause notice dated 02.07.2012 and the

termination notice dated 07.04.2014. The principal relief sought in the suit is the renewal of the lease of the suit property. It seems that a resolution came to be passed by the Public Health Committee and Improvement Committee of the MCGM and the Plaintiff was allowed to run the maternity home for a period of ten years. Thereafter a Rectification Deed came to be executed on 01.12.2007. In the said Rectification Deed, it was mentioned that the agreement commences from 20.08.2004 for a period of 10 years. The said Rectification Deed also provided for the renewal of the agreement which was to be considered in terms of policy as would be prevailing at the relevant time. The show-cause notice dated 02.07.2012 issued by the MCGM was on the basis of the breach of the conditions of the agreement by the Plaintiff. In the show-cause notice the factum of the Plaintiff carrying out unauthorized additions and alterations in the original structure have been mentioned. A notice under Section 351 of the MMC Act also came to be issued to the Plaintiff on 30.07.2012 which notice is part of a separate suit being Suit No.556 of 2013.

2 The Trial Court considered the instant Notice of Motion and in the background of the aforesaid facts has dismissed the same by the impugned order dated 19.12.2014. The gist of the reasoning of the Trial Court was that the agreement was for a period of ten years and therefore

the Plaintiff is required to vacate the premises after the expiry of period of ten years and that the Defendant i.e. the MCGM being the owner of the premises has every right either to continue or to terminate the lease in terms of conditions of the agreement. The Trial Court was of the view that the relief sought by the Plaintiff of extension of the lease cannot be granted by the Court.

3 In the instant case, the lease has admittedly come to an end in the year 2014. Since after such expiration the Plaintiff has no right to continue in the premises in question. The Trial Court could not have extended the lease. In my view, the order passed by the Trial Court rejecting the Notice of Motion therefore cannot be faulted with. No case for interference is made out. The Appeal from Order is accordingly dismissed.

4 In view of the dismissal of the Appeal from Order, the Civil Application does not survive and to accordingly stand disposed of as such.

[R.M. SAVANT, J]