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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 1262 OF 2011**

IN

SUIT NO. 1895 OF 2009

Dr. Maya Kiran Khandwala	...Plaintiff
<i>Versus</i>	
Madhusudan M. Sanghavi & 3 Others	...Defendants
<i>And</i>	
Ranna Madhusudan Sanghavi & 8 Others	...Respondents.

Mr. Rajesh Shah, *with Mr. Deepak Shukla, i/b Vinod Mistry & Co., for the Plaintiff in S/1895/2009.*

Mr. Aditya Shiralkar, *with Ms. Deepali Khate, i/b M/s. Shiralkar & Co., for Defendant No. 1 in CHS/1262/2011.*

Mr. A.T. Suryavanshi, *i/b Mr. V.B. Dhingreja, for Defendant No. 3 in CHS/1262/2011.*

Mr. Prathamesh Ayare, *i/b Mr. M.S. Mhambrey, for Defendants Nos. 4, 5 and 7 in CHS/1262/2011.*

Mr. Mayur Khandeparkar, *with Mr. Ganesh Ambekar, i/b Thakore Jarimala, for Defendant No. 6 in CHS/1262/2011.*

Mr. Tejas Vora, *i/b Mr. A.R. Bapat, for the Plaintiff in TS/58/2010 with TS/62/2010 & Applicant in CST/98/2016.*

CORAM: G.S. PATEL, J
DATED: 9th December 2016

PC:-

1. Mr. Shah for the Plaintiff in this Chamber Summons for amendment seeks leave to alter and amend some of the prayers proposed by that amendment. I have permitted this correction to be carried out by Mr. Shah in Court. I have also bracketed in red pencil those portions of the prayers at pages 24 and 25 that I will not be permitting.

2. For the sake of clarity, the prayers permitted to be added by way of amendment are as follows:

“(a)(i) That this Hon’ble Court be pleased to declare that the Deed of Conveyance dated 12th February 1999 executed by the 2nd Defendant in favour of Defendant No. 10 in respect of the property, more particularly described in Exhibit “B” to the plaint, is not binding on the Plaintiff to the extent that it affects the Plaintiff’s rights in the suit property;”

3. Prayer clauses (a)(ii), (a)(iii) and (a)(iv) are not pressed as amendments.

4. Prayer clause (a)(v) has been corrected by Mr. Shah in Court in hand. That corrected prayer is reproduced below:

“(a)(v) that this Hon’ble Court be pleased to declare that the Consent Terms dated 31st August 1995 filed in the Court of Small Causes at Bombay in RAD Suit No. 1175 of 1995, the

Consent Terms dated 31st August 1995 filed in the Court of Small Causes at Bombay in RAD Suit No. 1176 of 1995, the Consent Terms dated 24th August 1995 filed in the Court of Small Causes at Bombay in RAD Suit No. 1228 of 1995, the Consent Terms dated 31st August 1995 filed in the Court of Small Causes at Bombay in RAD Suit No. 1194 of 1995, the Consent Terms dated 31st August 1995 filed in the Court of Small Causes at Bombay in RAD Suit No. 1177 of 1995, and the consequent Consent Decrees passed therein are not binding on the Plaintiff;”

5. Thus, the amendment is permitted today is to the extent of prayer clauses (a)(i) and (a)(v) only. These will be numbered in the amended plaint as prayer clauses (a)(i) and (a)(v). The remaining amendments sought to the title and body of the plaint from pages 14 to 24 are permitted.

6. All rights and contentions, including specifically as to limitation are expressly kept open. It is further clarified that this amendment will not relate back to the date of institution of the Suit. Whether or not the amendment can in law relate to the date to the filing of the Chamber Summons is also a matter that is left expressly open for determination at a later stage.

7. Amendments to be carried out on or before 6th January 2017. A copy of the amended plaint is to be served on the Advocates for all the Defendants, including the newly added Defendants.

8. As regards the existing Defendants, they will be at liberty to file their Additional Written Statements on or before 17th March 2016.

9. Respondents Nos. 1 to 7 are before the Court. They are proposed to be joined as Defendants Nos. 5 to 11. Their Advocates waive service of Writ of Summons. They will be at liberty to file their Written Statements on or before 17th March 2017.

10. As regards Respondents Nos. 8 and 9 (proposed Defendants Nos. 12 and 13), the Plaintiff will need to serve a Writ of Summons on these Defendants.

11. The Chamber Summons is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)