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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.248 OF 2015
IN
WRIT PETITION NO.106 OF 2015**

Venue Parking Infrastructure Private Limited	... Applicant
<u>In the matter between</u>	
Venue Parking Infrastructure Private Limited	... Petitioner
Versus	
Municipal Corporation of Greater Mumbai and Anr.	... Respondents

Mr. Jaideep Mitra i/by Bimal N. Bhabhda for the Applicant/ Petitioner.
Mr. A.Y. Sakhare, Senior Counsel a/w Mrs. Geeta Joglekar for the
Respondent Nos.1 and 2 - BMC.

**CORAM : A.S. OKA &
C.V. BHADANG, JJ.**

DATE : 9th FEBRUARY, 2016

PC.

1 Heard the learned counsel appearing for the Applicant. The Applicant is the Writ Petitioner. The Applicant is relying upon the agreements dated 15th May, 2010 executed by the first Respondent – Municipal Corporation of Greater Mumbai by which the Petitioner was permitted to construct underground car parking facilities in the earmarked areas. The first two prayers [(a) and (b)] in the unamended Petition show that a Writ of Mandamus was prayed for directing the first Respondent to perform the terms and conditions of the agreements.

During the pendency of this Petition, a notice of termination dated 31st March, 2015 was issued by the first Respondent which is challenged by way of amendment by incorporating prayer clause (c-i).

2 By the present Chamber Summons, the prayer is for impleading the Mumbai Metro Rail Corporation as party Respondent No.3 and for incorporating consequential amendments in relation to the work proposed to be carried out by the proposed Respondent. The submission of the learned counsel appearing for the Petitioner is that in the notice of termination dated 31st March, 2015, a contention is raised by the first Respondent – Municipal Corporation that some of the project sites are falling in the alignment of the proposed Metro III. His submission is that to establish that the said ground taken in the order of termination is wrong, the presence of the proposed Respondent is necessary.

3 As stated earlier, the Writ Petition filed by the Applicant under Article 226 prior to amendment was virtually for enforcing agreements executed by the first Respondent. Subsequently there is a challenge incorporated to the termination of the said agreements. The proposed Respondent is not a party to the agreements. If the contention of the Petitioner is that the ground in the notice of termination is

incorrect or illegal, it is for them to produce the material to satisfy the Court. Considering the nature of controversy involved in the Writ Petition, the Mumbai Metro Rail Corporation Limited is neither a necessary nor a proper party to the Petition.

4 Hence, amendment as prayed for cannot be permitted. The Chamber Summons is accordingly dismissed. We make it clear that no adjudication is made by this Court on the merits of the controversy involved in the main Writ Petition.

(C.V. BHADANG, J)

(A.S. OKA, J)