

**IN THE HIGH COURT OF JURICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

WRIT PETITION NO. 1642 OF 2014

Life Insurance Corporation of India

... Petitioner

V/s.

Municipal Corporation for Greater Mumbai & Ors. ... Respondents

Mr. Nair Ranjith Ramesh i/b M/s. The Law Point for the Petitioner.

Ms. Pallavi Thakkar for the Respondent/MCGM.

CORAM : A.S.OKA &

SMT. VIBHA KANKANWADI, JJ.

DATE : 07th JUNE, 2017

P.C.:

1 Time is sought on behalf of the Petitioner on the ground that the learned Counsel engaged by the Petitioner is not available.

2 There are two substantive prayers in this petition which are on page 9 i.e. prayer clauses (a) and (b), which read thus:

“a) To issue Writ of Mandamus or writ in nature of Mandamus or any further appropriate writ or order or direction under Article 226 of Constitution of India to call for records and proceedings from Respondent No. 1, A-Ward, and after going through the records pass an appropriate direction against Respondent No.1’

b) To issue Writ of Mandamus or writ in nature of Mandamus or any further appropriate writ or order or direction under Article 226 of Constitution of India to pass an order safeguarding the interest of the Petitioner in respect of the suit building.”

3 On plain reading of the prayer clauses (a) and (b), the same do not make any sense. The prayer clauses are as vague as possible. Assuming that the Petitioner Life Insurance Corporation of India has a case, this Court in exercise of Writ jurisdiction under Article 226 of the Constitution of India can pass only such orders which are enforceable.

4 The Writ Petition containing such vague prayers cannot be entertained and the same is rejected. However, this order will not preclude the petitioner from filing a fresh petition containing specific prayers.

(SMT. VIBHA KANKANWADI, J.)

(A.S.OKA, J.)