

3. The Plaintiff is a Society. The agreements contemplated redevelopment of five buildings at Survey No. 2(part), CTS No. 356 (part), New Siddhartha Nagar, Goregaon (West), Mumbai 400 104. The second prayer in the Suit is for a decree in damages.

4. According to the Plaintiffs themselves they terminated the agreements with the Defendant No. 1 by their communication dated 24th April 2015, Exhibit “OO” to the Plaint. This was pursuant to the decision of the General Body of the members of the Plaintiff at Special General Meeting convened on 19th March 2015, Exhibit “NN” to the Plaint. Although the termination is of 24th April 2015, the 1st or the 2nd Defendants have not yet filed any proceedings to challenge this.

5. The usual correspondence followed. The Plaintiff has also issued a public notice in two newspapers on 19th May 2015, Exhibit “SS” to the Plaint, that the Development Agreements with the 1st Defendant stand terminated. It is also the case of the Plaintiffs that the 1st Defendant has illicitly attempted to enter into a Joint Venture with the 2nd Defendant although this was neither approved by the Plaintiffs nor contemplated by the Development Agreements.

6. The Notice of Motion seeks an injunction restraining the 1st Defendant from claiming or deriving any benefits from the Development Agreement and, as against MHADA and the Municipal Corporation, restraining them from granting the 1st Defendant or the 2nd Defendant any IOD, Commencement Certificate or other permissions.

7. As regards the second prayer, the apprehension is unwarranted. Obviously, once MHADA and Municipal Corporation are put to notice that the agreements stand terminated, they cannot issue any IOD or Commencement Certificate to either the 1st or 2nd Defendants without the Plaintiffs' express consent. The Plaintiffs have already communicated their termination to both the MCGM and MHADA by their letter dated 28th April 2015, Exhibit "PP" to the plaint. A statement is made by Mr. Lad that, in any case, all permissions are only granted to the Plaintiffs or their Constituted Attorney. The MHADA does not recognize the developer. At best, the developer will be able to act on behalf of the Plaintiffs who will obtain all permissions in the name of the Plaintiffs.

8. As regards the first prayer, given the issuance of the public notice, the termination and communication of this termination to the statutory authorities, there is no question of the 1st or 2nd Defendants ever being able to derive benefits. The only way they could get any benefits is through public authorities and that clearly is not possible without the consent of the Plaintiffs. Prayer (a) of the Notice of Motion is equally infructuous.

9. As regards prayer (c), this is for a direction against the Defendants to secure the Plaintiffs' claim in damages. No such direction can be passed at this stage.

10. Prayer (d) is in the alternative for the deposit of an unspecified amount to satisfy the Plaintiffs' claim in damages. That again cannot be granted today.

11. In prayer (e), the Plaintiffs seek permission to carry out through another Developer the redevelopment or reconstruction of its buildings. The Plaintiff does not need this Court's permission, and this Court does not grant building permits. The Plaintiff must do what it believes is in its interests, acting within the frame of the law. No more needs to be said.

12. The Notice of Motion is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)