

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO.8 OF 2016
IN
SUIT NO.675 OF 2015

M/s Veekaylal Investment Co. Pvt. Ltd. Applicants/
Interveners

In the matter between

M/s Sun Corp. Plaintiffs

Vs.

Airport Authority of India Ltd. & Ors. Defendants

Parag Tilak a/w Ketki Gadkari i/by Ulka Saranjame for the
Plaintiffs.

Mr. Ranjit Thorat, Senior Advocate a/w Mr. Rajeev Sharma i/by
Manisha Setha and Samruddhi Parab for the Applicants.

Arsh Mishra i/by M.V. Kini for Defendant no.1.
Mohit Jadhav, AGP for Respondent Nos. 2 to 5.

Coram : R.D. DHANUKA, J.

Date : 7th November, 2017

P.C. :

1 This Chamber Summons seeks impleadment of the
applicants/interveners as the defendant no.6 in Suit No. 675 of

2015 and also to the interlocutory proceedings and also permission to file written statement in the suit.

2 Heard the learned Counsel. It is the case of the applicants that pursuant to the auction notice issued by the Court Receiver for public auction of the land admeasuring 664 acres, the applicants submitted its bid to the Court Receiver. The offer of Mr. K. Lalchand promoter of the applicant was accepted by this court. The said Mr. K Lalchand deposited Rs.13,50,000/- with the Court Receiver. On death of K. Lalchand, this Court authorised the Court Receiver to execute one or more conveyances in favour of nominees of M/s Veekaylal Company and legal heirs of Mr. K. Lalchand. The Court Receiver accordingly executed a conveyance deed comprising of 270 acres of land in favour of the applicants. The Court Receiver however, did not execute conveyance deed in respect of the remaining portion of the land, which was sold in favour of Mr. K. Lalchand by the Court Receiver.

3 The revenue proceedings filed by the applicants against the Tenancy Revision Application No. 455 of 2011 in respect of some portion of the suit property is admitted and an order of status-quo is granted on 14th March 2012.

4 Mr. Thorat, the learned Senior Counsel appearing for the applicants invited my attention to the prayers in the plaint and also various other documents. He submits that the plaintiffs are claiming right in respect of the suit property through a party, who has occupied the property. He submits that if the reliefs as prayed are granted and more particularly in terms of prayer clauses (a) and (b), the rights of the applicants would be seriously prejudiced and thus his clients be impleaded as the necessary party to the suit.

5 Learned counsel for the plaintiffs on the other hand submits that even according to the applicants, the Court Receiver has not executed conveyance in respect of the entire property. He submits that at most, the applicants have commercial interest in

the suit property. The next submission of the learned counsel is that the revenue proceedings, in which the applicants claim rights is still pending before the revenue authority.

6 Learned counsel submits that the applicants in these circumstances are neither the necessary party nor proper parties. In support of this submission, the learned counsel relied upon the judgment of the Supreme Court in the case of Mumbai International Airport Private Limited vs. Regency Convention Centre and Hotels Private Limited and Others, reported in (2010) 7 Supreme Court Cases, page 417 and in particular paragraph 26 of the said judgment.

7 The learned counsel appearing for the plaintiffs does not dispute that the various properties including the suit property was purchased by Mr. K. Lalchand, the promoter of the applicants in the court auction and had paid various amounts to the Court Receiver. He also does not dispute that the Tenancy Revision

Application No. 455 of 2011 filed by the applicants is pending before the authority and order of status-quo is granted by the authority in favour of the applicants.

8 A perusal of the prayers in the plaint clearly indicate that the plaintiffs seeks an order and decree declaring the plaintiffs as exclusive owners as well as claims to be in possession of the suit lands. The plaintiffs have prayed for a decree of declaration that by virtue of Section 24(2) of the Right to Fair Compensation Act, 2013, the acquisition of suit property has lapsed, inspite of passing of award and permanent injunction. In my view, if the reliefs as prayed in the plaint and more particularly prayer clauses (a) and (b) if granted by this court in favour of the plaintiff, the rights of the applicants would be seriously prejudiced. The applicants claim to have purchased the suit property in the court auction and had deposited various amounts with the Court Receiver. Tenancy Revision Application No. 455 of 2011 filed by the applicants is pending before the authority in which the order of status-quo was

granted by the authority in favour of the applicants. The learned counsel appearing for the plaintiffs does not dispute the purchase of the suit property by the applicants but submits that the applicants have commercial interest in the property. In my view, for the purpose of passing an effective decree and for complete adjudicate of disputes, the applicants would be proper parties to the suit.

9 Learned counsel for the plaintiff further submits that the rights, if any of the applicants shall be subject to outcome of the Tenancy Revision Application No. 455 of 2011 filed by the applicants. In my view, the ownership claim of the applicants cannot be decided in those proceedings.

10 I, therefore pass following order :

ORDER

(a) The Chamber Summons is made absolute in terms of prayer clause (a). Amendment to be carried out within a period of two weeks from today.

(b) The newly added party is permitted to file an affidavit-in-reply in the pending Notice of Motion in which the applicants are being impleaded as party defendants and also to file written statement in the suit within four weeks from today.

(c) No order as to costs.

(R.D. DHANUKA, J.)