

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 1085 OF 2017
IN
SUIT NO. 2798 OF 1989**

Samir M Satghare	...Plaintiff
<i>Versus</i>	
Purshottam Malharrao Satghate & Ors	...Defendants
<i>And</i>	
Dwarkanath Gopal Thite & Ors	...Applicants

Mr SD Karwande, *for the Plaintiff.*
Mr HT Pawar, *for the Applicants.*
Mr Ganesh A, *i/b M/s. Thokore Jarimala & Associates, for*
Defendants Nos. 11 to 13.

CORAM: G.S. PATEL, J
DATED: 1st March 2018

PC:-

1. The Chamber Summons is misconceived. The Applicants are tenants. The Court Receiver has been appointed of the property which contains tenanted premises. This does not mean that the tenants are either necessary or property parties to this partition suit. Prayer (a) for impleadment is misconceived and must be rejected.

2. Prayer (b) asks for directions to the Court Receiver to accept rent from the Applicants, to furnish information and documents, to allow the Applicants to carry out what might well be some form of alterations to the premises (whether temporary or permanent I do not know), and to take actions against the officers of the MCGM and others for some illegal construction of four rooms.

3. The Chamber Summons is a triumph of ambition over possibility. These reliefs cannot possibly be granted in this fashion. This is a civil proceeding not a writ petition. In any case, there is a overriding jurisdictional bar. The tenants, if they are indeed tenants, must adopt appropriate proceedings in a court of competent jurisdiction and in which proceedings they may join the Court Receiver and seek suitable reliefs.

4. The Chamber Summons is dismissed. No costs. However, all contentions regarding prayer clause (b) are kept open for being taken in a properly brought proceeding before a competent court vested with the necessary jurisdiction. I make it clear that I have not addressed the merits of the claim under prayer clause (b).

(G. S. PATEL, J)