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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
CHAMBER SUMMONS NO. 79 OF 2016
IN
SUIT NO. 2860 OF 1996
WITH
CHAMBER SUMMONS NO. 81 OF 2016
IN
SUIT NO. 2861 OF 1996

Federation of Golden Valley Co-operative Housing Society Limited	...Applicant
<i>In the matter between</i>	
The Court Receiver, High Court of Bombay	...Plaintiff
<i>Versus</i>	
Shyamlal T Hinduja & Ors	...Defendants

Ms Vidya Nair, *with ms Ruchi K i/b Dhiren H Shah, for Applicant in both Chamber Summons.*

Mr Chirag Kamdar, *with Ms Amruta Sawant i/b Sonal Doshi & Company, for Plaintiff/Court Receiver.*

Mr DR Shetty, *Court Receiver present.*

Mr Naren Nimbalkar, *i/b Khaitan & Company, for Defendants Nos 19 & 20.*

Mr Anirudh Hariani, *with N Dhillia, Sukhada Wagle, Apurva Gupte, i/b Hariani & Company, for Defendant No.1.*

CORAM: G.S. PATEL, J
DATED: 14th March 2018

PC:-

1. The Court Receiver who is the Plaintiff will arrange to have the Plaint and the Written Statements retyped, and clean copies placed on record. These will then be scanned for preservation.
2. Heard. The application is by a Federation of Housing Societies seeking impleadment. The ground is that the Federation has applied for a compulsory conveyance under Section 5A of the Maharashtra Ownership of Flats Act. The present Suit, filed by the Court Receiver under directions of this Court in a previous Suit No. 1488 of 1980, challenges *inter alia* several transactions by or ostensibly on behalf of a partnership firm called Trimurti Corporation. This Suit is one of the two offshoot litigations from Suit No. 1488 of 1980, which is still pending in this Court but has substantially progressed in trial.
3. The prayers in the present Suit, since they impeach transactions in relation the partnership firm property and also seek declarations that certain Defendant had no right, title and interest in those properties, were trespassers, and also seek delivery of possession, directly and materially affect the Applicant Federation. Indeed, there is a separate prayer to set aside flat purchase agreements (this is prayer clause (g) to the Plaint). It is beyond controversy that this prayer directly affects the Applicants.
4. I do not see how an effective decree can be passed in the Suit, especially given this spread of prayers (and the prayers for

possession and cancellation of the flat purchase agreements) without the Applicant-Federation being joined as party-defendant.

5. No prejudice is likely to be caused to any party, since apart from issues being framed, the trial has not yet commenced.

6. The Chamber Summons is made absolute in terms of prayer clauses (a), (b) and (c). The Court Receiver will amend the Suit to include the name of the Applicant as the last in the array of defendants. Amendment to be carried out without need of reverification within one week from today.

7. The Applicant will obtain a copy of the Complaint and all Written Statements from the office of the Court Receiver on payment of the necessary copying charges. Written Statement by the newly added Defendant to be filed and served on or before 8th June 2018.

8. List the matter for framing of additional issues on 12th June 2018.

9. The requirement of the Court Receiver filing a reply in the present Chamber Summons is dispensed with.

10. Mr Hariani on behalf of 1st Defendant is instructed to apply for costs saying that there is a delay of six years in making this application. I will not grant an order of costs at this stage simply because that would require me to return a finding equally against the Plaintiff, the Court Receiver, to the effect that despite knowing of

the existence of the Applicant, he did not move to implead them on his own. Hence, no costs.

(G. S. PATEL, J)