

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
CIVIL APPLICATION NO.217 OF 2019
WITH
CIVIL REVISION APPLICATION NO.889 OF 2011

Yashaswee Co-op. Hsg. Soc. Ltd. ... Applicant
Vs.
Baijnath M. Pande through Heirs and LRs
Lalchand Baidyanath Pande and others ... Respondents

Mr. Kishor K. Malpathak for Applicant.

CORAM : R. G. KETKAR, J.
DATE : JUNE 20, 2019

P.C. :

Heard Mr. Malpathak, learned Counsel for the applicant and Mr. Kamlesh Lalchand Pande and Mr. Bharat Lalchand Pande, proposed respondents No.2 and 3.

2. This is an Application for bringing heirs and legal representatives of deceased Lalchand B. Pande on record after condoning the delay of 420 days caused in filing the application. Lalchand B. Pande expired on 27.09.2017 leaving behind proposed respondents No.1(a) to 1(c).

3. Respondents No.2 and 3 appear in person. They have tendered photocopies of their PAN cards, which are taken on record and marked 'A colly.' for identification.

4. Mr. Malpathak has tendered photocopy of the Resolution dated 17.02.2019 passed by the Managing Committee of Yashaswi Co-operative Housing Society Limited, Thane (for short 'Applicant - Society') authorizing Satish Sitaram Chitnis, Member of Managing Committee of the Society to appear on behalf of the Society and give

instructions to the Advocate for withdrawing the C.R.A. on behalf of the Applicant - Society. Photocopy of the said Resolution is taken on record and marked 'B' for identification. He has also tendered photocopy of the registered Development Agreement dated 21.06.2018. The same is taken on record and marked 'C' for identification. To the Development Agreement, affidavit of respondent No.2 - Triveni Prasad Baijnath Pandey, since deceased, filed in Regular Civil Suit No.268 of 1994 in the Court of Civil Judge (Junior Division), Thane is enclosed. In the affidavit, Triveni Pandey has stated that after the death of Baijnath Pandey, Lalchand Pandey alone is entitled to continue the tenancy rights in his own name. Lalchand Pandey alone has right, title and interest in the suit land and structure standing thereon along with the business, machinery, licences, etc. Triveni Pandey further stated that he does not claim any right, title and interest or possession in the said property or any part thereof and all the right, title and interest thereof together with possession is with Lalchand Baijnath Pandey alone. In view of the affidavit, Mr. Malpathak seeks permission to delete respondent No.2 as also his legal representatives, namely, respondents No.2/1 and 2/2.

5. Leave to delete respondent No.2 as also his legal representatives, namely, respondents No.2/1 and 2/2 is granted at the risk of the applicant. Amendment in the C.A. and C.R.A. shall be carried out forthwith. Respondents No.2 and 3 admit and confirm that Development Agreement was executed on 21.06.2018 between Yashaswi Co-op. Hsg. Soc. Ltd. and proposed respondents No.1(a) to 1(c). In view thereof, Civil Application is allowed in terms of prayer clauses (a) and (b) with no order as to costs. Civil Application is disposed of.

6. At the request of Mr. Malpathak, Civil Revision Application No.889 of 2011 is taken on Board.

7. In view of the Development Agreement dated 21.06.2018, Mr.Malpathak, on instructions, seeks permission to withdraw the C.R.A. Respondents No.2 and 3 have no objection.

8. In view thereof, C.R.A. is allowed to be withdrawn and is disposed of as such. Order accordingly.

(R. G. KETKAR, J.)

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