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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS No. 933 of 2018
IN
SUIT No. 2121 of 2012

Metropolis Healthcare Ltd. ..Applicant.

In the matter between :

Metropolis Healthcare Ltd. ..Plaintiff.
Vs
M/s Navkar Construction Co. & Ors ..Defendants.

Ms. Neeta Jain a/with Mr. Rishi Jha, Mr. Samarth Patel i/by Markand Gandhi & Co. for the Applicant/Plaintiff.
Mr. Anukul Seth i/by Pandya & Poonawala for the Defendants.

CORAM :- B. P. COLABAWALLA, J.
DATED :- 1st March, 2019.

P.C. :

1. This chamber summons has been filed to bring on record as proposed defendant 'Siddhivinayak Apartments Cooperative Housing Society Limited'. When this chamber summons had come up before the previous Bench, an order was passed by this Court which reads thus :-

> "The Plaintiff in the present Suit has taken out a chamber summons impleading Siddhivinayak Apartment Co-operative Housing Society Limited as party defendant to the present suit. Learned Counsel for the Plaintiff informs the Court that the society has refused to accept service of the chamber summons. An affidavit of service in proof of this statement is tendered by learned Counsel for the plaintiff. The Chamber Summons, being Chamber Summons (L) No. 586 of 2018, shall be placed on board on 23 April, 2018. It is made clear that the chamber summons will be heard and decided in the absence of the society, in case they still choose not to appear. Learned Counsel for the Plaintiff shall serve this order on the society through personal service as well as electronic service, in case the society is available on an e-mail address."

2. As can be seen from the aforesaid order, the Siddhi vinayak Apartment Cooperative Housing Society Limited has been duly served with the chamber summons. Despite this none are appearing on behalf of the said society. The learned Advocate appearing on behalf of all defendants has stated before me that the defendants have no objection if the said society is added as party defendant. In these circumstances, the chamber summons is granted in terms of the prayer clause (a) and (b) of the chamber summons which reads thus:-

> "(a) that this Hon'ble Court be pleased to allow the Plaintiff to implead and bring the respondent/Proposed Defendants herein as party Defendant No.4, in accordance with the schedule of amendment annexed to this Chamber Summons;
>
> (b) That the Plaintiff be allowed to carry out all consequential amendments in this suit;"

3. The amendment to be carried out within a period of two weeks from today and the amended copy of the plaint be served on the Advocates for the defendants as well as on the newly added defendant personally within a period of two weeks thereafter.

4. The chamber summons is disposed of in the aforesaid terms. No order as to costs.

(B.P. COLABAWALLA, J.)