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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.**

CHAMBER SUMMONS NO. 50 OF 2016
IN
COMMERCIAL SUIT NO. 70 OF 2012

M/s Wizard Construction (I) Pvt. Ltd.	...Applicant
In the matter between	
Kamlesh G. Mehta	...Plaintiff.
vs	
Shree Sadguru Developers Pvt. Ltd.	...Defendant.

.....
Ms Sonam Ghiya I/b Jhangiani Narula & Associates for the Applicant.
Ms Swati Sawant a/w Ms Gauri Joshi I/b S.K.Legal Associates LLP for
the Defendant.
Mr Shardul Singh with Swapnil Rane for the Plaintiff.

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**CORAM : B.P.COLABAWALLA, J.
FEBRUARY 25, 2019.**

P.C. :

This Chamber Summons has been filed by the applicant / third party to be joined as a party – defendant in the above suit. In the affidavit in support of the Chamber Summons, it is the case of the applicant that they are the owners of certain portions of the suit property and their rights would be vitally affected if any decree is passed by this Court in their absence.

2 The learned advocate appearing on behalf of the Plaintiff states that as far as this applicant is concerned, they claim to be the

subsequent purchasers in relation to certain portions of the suit property and which are the subject matter of specific performance of the present suit. He states that without prejudice to the rights and contentions of the Plaintiff, the applicant can be joined as a party defendant to the suit.

3 In these circumstances and keeping all rights and contentions of the Plaintiff open, the applicant is directed to be joined as defendant No.2 in the present suit and all other pending proceedings including Notice of Motion No.235 of 2016. This amendment shall be carried out within a period of two weeks from today. This order is passed without prejudice to the reliefs claimed in Notice of Motion No.235 of 2016.

4 Considering that the applicant has now been ordered to be added as Defendant No.2, the Plaintiff shall be entitled to amend the plaint to add the consequential pleadings with reference to the newly added defendant. The Chamber Summons is disposed of in the aforesaid terms. There shall be no order as to costs.

(B.P.COLABAWALLA, J.)