

Atul

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
NOTICE OF MOTION NO. 50 OF 2015
IN
SUIT NO. 5752 OF 1999

Standard Chartered Bank	...Plaintiff
<i>Versus</i>	
The Collector of Mumbai & Ors	...Defendants

Mr Mohit Advani, *i/b Cyril Amarchand Mangaldas*, for the
Plaintiff/Applicant.
Mr HB Takke, *AGP*, for *Defendants Nos. 1 and 2.*

CORAM: G.S. PATEL, J
DATED: 13th February 2019

PC:-

1. The dispute pertains to a lease that the Plaintiff/Applicant had of an immovable property in Mumbai from the State Government. There is no dispute about the lease or the fact that the lease expired in 1996. The question in the suit is whether the Plaintiff is entitled to a renewal of that lease or whether it is required to exercise an option and also whether the Government's communication to the Plaintiff to make a choice (according to the Plaintiff) within 72 hours, of which 24 hours were a Sunday can be held to be valid and legal.

2. Whether or not the State Government is bound to accept the Plaintiff's response in regard to that option is a separate matter, and Mr Takke disputes this 72 hour argument, saying the Plaintiffs had 15 days to comply On 10th December 2014 RD Dhanuka J granted ad-interim relief in terms of prayer clause (c) restraining the Defendants from taking any action against a 2012 Government Resolution or from closing out the option of the Plaintiff. In other words, that option was kept alive and there would be no question of termination of the lease pending the disposal of this suit. It is self-evident that this really should be a final order on the Notice of Motion because this is the only manner in which the parties can be preserved in *status quo*. Denying this relief would prejudice the Plaintiff and would effectively result in dismissal of the suit itself.

3. For these reasons, the order dated 10th December 2014 is confirmed as the final order on this Notice of Motion.

4. The Notice of Motion is disposed of in these terms. There will be no order as to costs.

(G. S. PATEL, J)