

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

991 CIVIL APPLICATION NO.12756 OF 2021

IN

WP/10963/2021

**M/S GHAI CONSTRUCTIONS, THROUGH ITS SOLE
PROPRIETOR JASPALSING HARDAYALSINGH GHAI**

VERSUS

THE STATE OF MAHARASHTRA AND OTHERS

...

Advocate for Petitioner: Mr. Gawali Amol K.

AGP for Respondent/State: Mr. A. R. Kale

Advocate for Respondent: Mr. S. V. Adwant

...

**CORAM: S. V. GANGAPURWALA &
S. G. DIGE, JJ.**

DATE: 07th DECEMBER, 2021

PER COURT:

1. Mr. Gawali, learned Counsel for the Applicant submits that the amendment is sought to include the prayer assailing the order dated 07.07.2021 passed by the Vice-Chairman and Managing Director. The learned Counsel submits that the Applicant inadvertently did not add the said prayer. The learned Counsel submits that the Applicant on the first date of the proceeding at the time of argument sought oral leave of the Court for amending cause title. The learned Counsel for the Applicant submits that the parties were under

impression that the order dated 07.07.2021 is subject matter of the Writ Petition and as such the Applicant has now filed amendment application considering the said order.

2. Mr. Adwant, learned Counsel for the Non-Applicant submits that the Petition filed on the basis of the prayers made in the Writ Petition is not tenable. The matter was heard by this court for quite some time and he had argued that the order dated 07.07.2021 is not challenged by the Applicant. The Writ Petition is not maintainable. To overcome the same, now, the amendment application has been filed. The amendment is not bonafide. The amendment sought would change the nature of the reliefs claimed. The same would not be permissible.

3. It would appear that the Petition proceeds on the ground under order dated 07.07.2021 the monthly installment payable by the Applicant was arrived at by the Vice-Chairman and Managing Director of Rs.65,80,710/- The Applicant is

basically assailing the installment fixed of Rs.65,80,710/-. According to the Applicant, as per pleadings made, the installment fixed of Rs.65,80,710/- is improper and he claims that the installment may be Rs.29 Lacs and odd amount.

4. The said prayer may be implicit in the pleadings but was not categorically made.

5. It would appear that the Non-Applicant would not be taken by surprise by adding that prayer nor the pleadings are amended by the Applicant pursuant to the amendment sought in the prayer clause.

6. In the light of that, the Civil Application is allowed in terms of prayer clause "B". The amendment be carried out forthwith.

7. The Civil Application is disposed of.

[S. G. DIGE, J.]

[S. V. GANGAPURWALA, J.]

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