

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**INTERIM APPLICATION (L) NO.28034 OF 2023
IN
COMMERCIAL SUIT NO.361 OF 2016**

M/s. Shree Developers	...Applicant/ Plaintiff
<u>In the matter between</u>	
M/s. Shree Developers	...Plaintiff
vs.	
Nehru Nagar Amrit Co-operative Housing Society and Ors.	...Respondents

**WITH
COMMERCIAL SUIT NO.361 OF 2016
WITH
NOTICE OF MOTION NO.198 OF 2016
IN
COMMERCIAL SUIT NO.361 OF 2016**

Shree Developers	...Applicant/Plaintiff
vs.	
Nehru Nagar Amrit Co-operative Housing Society and Ors.	...Respondents

**WITH
CHAMBER SUMMONS NO.42 OF 2016**

Shree Developers	...Applicant/Plaintiff
vs.	
Nehru Nagar Amrit Co-operative Housing Society and Ors.	...Respondents

Mr. D.Y. Chitnis a/w Ms. Sonali Dalvi, Abhilesh Chitre, Rehan G.
Ms. Simran Jaggi i/b. M/s. Deepak Chitnis Chiparikar & Co.,
Advocate for the Applicant/Plaintiff.

Ms. Sunitha Perumal i/b. Mr. Sachin V. Masurkar, Advocate for the
Respondent/Def. No.1.

Mr. Tushar R. Momaiyah Advocate for Def. No.4.

Mr. Digamber Raghunath Sukhee, Partner of Plaintiff present in Court.

Mr. Raghu Shetty, Treasurer of Def. No.1 present in Court.

Mr. Vijay Devichand Bhasme, Secretary of Def. No.1 present in Court.

Mr. Kunal Dhavale, Authorised Signatory of Def No.4 present in Court.

CORAM : S. M. MODAK, J.

DATE : 9th OCTOBER 2023

P. C. :-

INTERIM APPLICATION (L) NO.28034 OF 2023

1. Heard learned Advocate for the Applicant.
2. The present suit is filed for declaration that the Development Agreement dated 15th November 2006 in between the Plaintiffs and Defendant No.1 – Society is valid and subsisting. Further reliefs are sought. Defendant No.2 is Maharashtra Housing and Area Development Authority (MHADA) and Defendant No.3 is the Municipal Corporation of Greater Mumbai (M.C.G.M.).
3. During the pendency of the Suit, the Plaintiff who is erstwhile Developer and Defendant No.1 – Society have agreed to assign the

development rights in favour of the Applicant – new Developer. Consent Terms are also executed in between them.

4. This Interim Application is for joining new Developer as Defendant No.4. The Schedule of Amendment is annexed.

5. Interim Application is allowed in terms of prayer clause (a).
Disposed of. Amendment be carried out forthwith.

COMMERCIAL SUIT NO.361 OF 2016

6. Heard learned Advocate for the Plaintiff – Developer, learned Advocate for Defendant No.1 – Society and learned Advocate for the Applicant/ Defendant No.4.

7. The Consent Terms in between Plaintiff, Defendant No.1 – Society and Defendant No.4 – new Developer are tendered on record and marked as Annexure 'A'. They are signed by the following persons:-

- (i) By Partner of the plaintiff who is present;
- (ii) By the Secretary and Treasurer of the Defendant No.1 – Society; both of them are present in the Court. Copy of the Resolution passed in the Special Annual General Meeting held on 18th June 2023 is also annexed to the Consent Terms;
- (iii) By the Authorised signatory of the Defendant No.4

who is also present in Court.

8. There is prayer to delete Defendant Nos.2 and 3. They are deleted. Amendment be carried out forthwith. Re-verification is dispensed with.

9. Learned Advocate for Defendant No.1 and newly added Defendant No.4 to file vakalatnama. Defendant No.4 has waived service of Writ of Summons.

10. The terms of the Consent Terms are considered as an undertaking given to the Court.

11. Suit is disposed of in terms of Consent Terms. Pending Interim Application and Notice of Motion, if any, are disposed of.

12. Learned Advocate Mr. Chitnis for the Plaintiff submitted that building is in dilapidated condition and now, the occupants need to be relocated on urgent basis. Hence, drawing/sealing of decree is exempted as per Rule 314 of Bombay High Court Original Side Rules.

13. All concerned parties/Authorities to act upon an authenticated copy of this order.

[S. M. MODAK, J.]