

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 8545 OF 2022**

Shripat Ganpat Sawant ...Petitioner
Versus
The District Collector & Ors ...Respondents

**WITH
WRIT PETITION NO. 8554 OF 2022**

Prakash Ganpat Sawant ...Petitioner
Versus
The District Collector Mumbai & Ors ...Respondents

**Mr Prakash G Sawant, for the Petitioner, present in person in both
WPs.**
**Mr Kedar Dighe, Addl GP, with Mrs RM Shinde, AGP, for the
Respondent-State.**

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by ARUN
RAMCHANDRA
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**CORAM G.S. Patel &
 Kamal Khata, JJ.
DATED: 15th February 2024**

PC:-

1. Heard.

2. We have entertained the Petitioner in person although we are not even remotely satisfied that he has met the necessary requirements to appear in person as per the Rules.

3. Both Petitions are principally directed against a private entity. This is described as Sheth Corporation Private Limited. But the allegations in both Petitions are against another private entity, Sheth Infraworld Private Limited (**‘Sheth Infraworld’**). The two are sister concerns but there is no reason why Sheth Corporation Private Limited ought to have been joined as a Respondent.

4. That apart, the entire grievance of the Petitioner is that he held land and a structure adjacent to the property being developed by Sheth Infraworld. He claims that because of that development work the Petitioner’s land and structure was flooded and caused him loss, damage and nuisance. There is also a generalised allegation with no particulars that there was an encroachment by Sheth Infraworld on the Petitioner’s property and that the Petitioner’s structure was allegedly demolished.

5. The prayer in both Petitions is identical. It seeks first that building permission in the form of an Intimation of Disapproval (**“IoD”**) issued by the Municipal Corporation of Greater Mumbai to Sheth Infraworld be cancelled and second that the wrongly joined private developer be directed to render the Petitioner’s residential premises habitable.

6. The second part of the prayer admittedly rejects itself. This cannot be the subject matter of writ proceedings. As to the first part of the prayer, the question of cancellation of IoD at the instance of the Petitioner simply does not arise. The Petitioner does not establish any form of contractual privity between him and the developer. If there is in fact any kind of liability, it is only a civil liability and that too one that can possibly only arise as a tortious liability. That necessarily demands proof in an appropriate civil proceeding.

7. It is not possible to grant the Petitioner the kind of relief that is being sought in these Petitions. We reserve to the Petitioner the liberty to adopt appropriate civil proceedings in a Court of competent jurisdiction but subject to this being brought against a properly joined defendant.

8. Obviously, the private entity will need to be served. With these observations we reject both Petitions expressly reserving this liberty.

(Kamal Khata, J)

(G. S. Patel, J)