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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
INTERIM APPLICATION NO. 9780 OF 2025
IN
WRIT PETITION 3506 OF 2003

Shriprakash Satyanarayan MalpaniApplicant

In the matter between

Gunvatlal Jethalal Dagli (since deceased)
through 1a. Arvindaben Gunvantlal Dagli
(since deceased) through Lrs.Petitioners

V/s

Satya Narayan Mahadev Malpani
(since deceased) through 1 a) Smt. Sitadevi
Satyanarayan Malpani (since deceased)
through Lrs. & Ors.Respondents

WITH
INTERIM APPLICATION (ST) NO. 31718 OF 2025
IN
WRIT PETITION 3506 OF 2003

Chetan Gunvantlal DagliApplicant

In the matter between

Gunvatlal Jethalal Dagli (since deceased)
through 1a. Arvindaben Gunvantlal Dagli
(since deceased) through Lrs.Petitioners

V/s

Satya Narayan Mahadev Malpani
(since deceased) through 1 a) Smt. Sitadevi
Satyanarayan Malpani (since deceased)
through Lrs. & Ors.Respondents

Mr. Neel Gala a/w Mr. Kaivalya Raul for Petitioner in WP/3506/2003
and Applicant in IAST/31718/2025.
Mr. Vishal Kanade, Ms. Sheetal Shah, Mr. Danish Merchant i/b. M/s.
Mehta & Girdharlal for Respondent No.1.

CORAM : M.M. SATHAYE, J.

DATE : 10th NOVEMBER, 2025

P.C. :

1. Heard learned counsel for the parties.
2. IA/9780/2025 is filed by Respondent No.1(b) Shri. Prakash Satyanarayan Malpani seeking amendment, to which proposed Respondent Shushila Constructions has consented. Prayer is made seeking deletion of Respondent Nos.1(a) to 1(d) and substituting name of Sushila Constructions as Respondent No.1 in their place.
3. The Applicant is relying on Index-II in respect of two documents; first being Development Agreement dated 29.01.2025 and secondly Release Deed dated 20.02.2025. The Index-II about Release Deed is executed between Respondents inter-se. However, the Index-II of Development Agreement indicates that it is in respect of Malpani Chambers (Kavrana Building), Gokhale Road, Dadar (W), Mumbai – 400 025 and land beneath the same. It records a development agreement executed by Respondent No. 1d (Usha R. Mundada) in favour of proposed Respondent - Shushila Constructions.
4. The Applicant in IA(ST)/31718/2025 is Petitioner No.1(b) in writ petition. This application is filed seeking direction to the Applicant in IA/ 9780/2025 to give inspection of original documents referred in the application. Learned counsel for Petitioner No. 1(b) contended that from the documents of Index-II it is clear that the Development Agreement is only by one of the co-owners and it is

prior in point of time compared to the Release Deed. He submitted that therefore ex-facie proposed Respondent Developer is not concerned with the entire subject matter property. He submits that documents under which the proposed Respondent Developer has become concerned, must come on record. He submitted that when apparently the proposed Respondent Developer is concerned only with the part of the property, he cannot be permitted to substitute all the Respondent-owners and permitted to oppose the petition.

5. Learned counsel for the Applicant in IA/9780/2025 submitted on instructions that if the Court is not inclined to grant substitution, the proposed Respondent Developer be permitted to be added as Respondent No.1(e) in addition to the existing Respondents.

6. Nature of dispute is limited to a landlord - tenant dispute under eviction suit. The title of the original Plaintiff-landlord was not disputed and can not be disputed by the Defendant-tenant. True, in the face of documents produced in favour of the proposed Respondent Developer, it can not substitute the Owners, but it can certainly be added as proper party, in view of registered document in its favour by one of the co-owner - Respondent No.1(d).

7. In that view of the matter IA/9780/2025 is partly allowed, thereby directing that Sushila Constructions be added as Respondent 1(e) to the present writ petition. Amendment to be carried out within a period of two weeks.

8. Since the title of the original landlord is not and can not be disputed by tenant, what documents the landlord executes with the

third person is beyond the scope of challenge at the instance of the tenant. This is especially so, because the original landlords are not removed from the array of parties. Therefore, the prayers in IA(ST)/31718/2025 are rejected.

9. Both the interim applications are disposed of in above terms.

(M.M. SATHAYE, J.)