
(1986) 05 CAL CK 0028
In the Calcutta High Court
Case No : Civil Order No. 537 (W) of 1986

Ranjit Kumar Pal	Vs	APPELLANT
Calcutta Municipal Corporation and Others		RESPONDENT

Date of Decision : 22-05-1986

Acts Referred:

Calcutta Municipal Rules, 1951 — Rule 49

Citation : AIR 1987 Cal 16

Hon'ble Judges : Prabir Kumar Majumdar, J

Bench : Single Bench

Advocate : S.K. Roychowdhury and Kamalesh Bhattacharjee, for the Appellant;
A.P. Sarkar and B.K. Majumdar for Respondents Nos. 5 to 8 and P.K. Roy and B. Banerjee for Calcutta Corporation, for the Respondent

Judgement

Prabir Kumar Majumdar, J.—The petitioners are trustees of Jagannath Roy Family Benefit Trust and the petitioner i is the Managing Trustee of the said Trust.

2. On or about July 16, 1935 a deed of lease for a period of 61 years in respect of a premises No. 2/2/1B, Chittaranjan Avenue, Calcutta subsequently renumbered as No. 135A, Chittaranjan Avenue, Calcutta was executed by and between S.C. Mitra, the lessor and Babulal Chaukhani, the lessee. The said lease is due to expire on Aug. 10, 1995 without any right of option for renewal of the said lease.

3. The lessor in the said lease S.C. Mitra transferred the said demised property to Jagannath Roy by a registered deed of sale on Apr. 26, 1939. By reason of such transfer, all right, title and interest in the said demised property stood transferred to and vested in the transferee the said Jagannath Roy. The name of the transferee was duly mutated in place of the transferor in the records of the Corporation of Calcutta. Thus the said lessee Babulal Chaukhani became the lessee under the said Jagannath Roy.

4. The said Jagannath Roy created a trust named "Jagannath Roy Family

Deferred Benefit Trust" in which the heirs of the settlors were made beneficiaries, and the said trust was registered on Sept. 10, 1972. The said Trust comprised the said property, the subject-matter of the said lease.

5. The respondents Nos. 5 and 8 are the heirs and legal representatives of one Rameswar Lal Ganeriwala to whom, it is alleged by these respondents, the right, title and interest of the said lessee Babulal Chaukhani in the said demised premises were transferred by and under an indenture of lease dt. June 30, 1983.

6. It is alleged by the petitioners that they came to know on or about Nov. 12, 1985 that the said respondents 5 to 8 were making arrangement for building masonry structure on the said demised land, and the said respondent got a plan sanctioned by the Calcutta Municipal Corporation, the respondent 1, in respect of the proposed building on the said demised land. It is also alleged by the petitioners that one of the terms of the said deed of lease is that no building plan could be sanctioned without prior approval of the lessor. It is the further allegation of the petitioners that the said respondents 5 to 8 got the building plan sanctioned by the respondent 1 fraudulently and by suppression of the said material fact that the plan could not be sanctioned without prior approval of the lessor, the petitioner herein as trustees of the said trust. The petitioners also allege that it also came to their notice upon enquiry that the respondents 5 to 8 got their names mutated in place of the said Babulal Chaukhani the original lessee on the said deed of lease.

7. It is the contention of the petitioners that when the said mutation of the names of the respondents 5 to 8 was made on the basis of the said deed of lease the respondent 1 was aware of the terms and conditions of lease including the condition of getting the plan approved by the lessor before submitting the same to the respondent 1 for sanction. The petitioners also contend that under the said deed of lease the respondents 5 to 8 do not have the unfettered right to make the construction and it is the obligation of the respondent 1 to be satisfied before granting sanction as to the status of the applicants and their right to make such construction. It is also the contention of the petitioners that non-fulfilment of the said condition of obtaining prior approval of the lessor, as provided in the said deed of lease, would invalidate the application for sanction of the building plan, and the respondents 1 to 4, the municipal authorities are under obligation to cancel or revoke the said sanction on the ground that the applicants fraudulently or by misrepresentation of fact or suppressing the said condition precedent got the plan sanctioned by the respondent 1. In other words, as contended by the petitioners, the lessees got the plan sanctioned without complying with the necessary terms and conditions of the said deed of lease and surreptitiously got the impugned sanction without bringing the necessary terms of the lease to the notice of the municipal authorities.

8. The petitioners challenge the said sanctioned plan in this writ petition on the grounds contained in the petition and ask for direction on the respondents municipal authorities to cancel the said impugned building plan and draw up a

proceeding of demolition of the construction made pursuant to the said impugned sanctioned plan.

9. The respondents 1 to 4, and the other respondents 5 to 8 have filed their respective affidavits.

10. The case of the respondents 1 to 4 is that on Dec. 1981 the respondents 5 to 8 submitted a plan to the Corporation for sanction of 5 storeyed building within 13.5m in height at No. 135A, Chittaranjan Avenue and after submission of the said plan the department raised certain objection, subsequently a revised plan was submitted on May 27, 1982, July 13, 1985 and Sept. 4, 1985. After obtaining necessary permission of Calcutta Metropolitan Development Authority, the plan case was referred to the Municipal Building Committee on Aug. 16, 1985 and said Committee recommended the case for sanction, and lastly the Mayor-in-Council approved the recommendation of the said building Committee on Aug. 31, 1985.

The Commissioner, Calcutta Municipal Corporation sanctioned the plan No. BS27(II) dt. Sept. 17, 1985. The respondent municipal authorities contend that after complying with all the statutory formalities, and after receiving report of feasibility of mutation and separation in favour of the applicants and after receiving no objection certificate from the said trust, the municipal authorities sanctioned the plan in accordance with law. It is also the case of the said respondents that the municipal authorities took into consideration of Clause 3 and other terms and conditions of the deed of lease, and also the no objection certificate from the said trust, a copy whereof is Annexure "X" to the affidavit filed by the respondents 1 to 4. It is the contention of the said respondents that unless the suppression of facts and mis-representation in the application are proved the question of revocation of the sanctioned plan or proceeding further for demolition does not arise. It is further case of the said respondents that unless the plan is revoked and cancelled in accordance with law the municipal authorities cannot stop construction so long it is strictly according to sanctioned plan.

11. The case of the respondents 5 to 8 is shortly this. After mutation of the names of these respondents as legal heirs and representatives of the said Rameswar Lal Ganeriwala, to whom, according to these respondents, the right, title and interest of the lessee the Babulal Chaukhani in the said lease were transferred, these respondents decided to construct a masonry structure upon the demised premises with the sanction of the Corporation of Calcutta and according to the plan to be approved by the lessor and obtaining confirmation of the lessor as to construction thereof as per terms and conditions stipulated in the said lease dt. July 16, 1935. It is the further case of the said respondents that in terms of the aforesaid condition for prior permission of the lessors, on or about Jan. 25, 1982 the said respondents sent to the trustees of the said Trust for approval a set of plans for the construction of masonry structure for office purposes upon the said demised premises. According to these respondents the

trustees by their letter dt. Oct. 4, 1982 granted the requisite permission stating that they have no objection to the construction subject to the proper sanction of Calcutta Municipal Corporation. In or about Jan., 1983 the said respondents submitted the plan for construction of the said masonry along with the aforesaid letter issued by the trustees before the appropriate authority of the Corporation for its sanction. After obtaining the necessary permission from the Calcutta Metropolitan Development Authority, Chief Engineer Metro Railway, the plan submitted by the respondents was ultimately sanctioned on Sept. 17, 1985. The said respondents started construction of the building in accordance with the plan after obtaining sanction from the respondent 1, and by middle of Jan., 1986 the said respondents raised a four storeyed structure, and thereafter stopped the construction by virtue of the interim order passed by this Court,

12. The petitioners in their affidavit-in-reply have alleged that the respondents 5 to 8 have forged the letterhead of the said Trust, and the letter being Annexure "B" to the affidavit of the respondents 5 to 8 is manufactured for the purpose of present proceeding and the petitioners relied on an affidavit of the author of the said letter, Nani Gopal Pal said to be affirmed before a notary public on Apr. 7, 1986. In the said alleged affidavit of Nani Gopal Pal, the deponent Nani Gopal Pal has stated that the signature shown in the said letter dt. Oct. 4, 1982 is not his signature and he is not aware of the contents of the said letter. He further states that the letter pad used by the said Trust is not the same as shown in Annexure "B" to the affidavit of the said respondents 5 to 8.

13. The petitioners have also filed one supplementary affidavit dt. Apr. 29, 1986. No leave of Court has been obtained for filing such supplementary affidavit. The respondents 1 to 4, and 5 to 8 have filed their respective affidavits-in-opposition to the said supplementary affidavit without prejudice to their contention as to admissibility of the said supplementary affidavit.

14. Mr. Suhrid Kumar Roy Chowdhury appearing with Mr. Kamalesh Bhattacharya for the petitioners submits that impugned sanctioned plan is illegal and should be cancelled because the plan submitted by the respondents 5 to 8 to the respondent 1 for sanction was not approved by the lessor in terms of Clause 3 of the said deed of lease. He further submits that the alleged letter of approval issued by one Nani Gopal Pal allegedly on behalf of the trustees and relied on by both sets of the respondents, was forged and manufactured document. Such a letter cannot be treated as proper approval in terms of the said lease.

15. Mr. Roy Chowdhury also argues that the respondents municipal authorities should be satisfied before sanctioning the plan that the respondents 5 to 8 have the exclusive right of erection within the meaning of Rule 49 with reference to the terms and conditions of the said deed of lease in particular Clause 3 thereof. It is the submission of Mr. Roy Chowdhury that on a reading of the said Clause 3 of the said Deed of Lease it is clear that the construction is to be raised and completed by the lessee before the expiry of the term of lease with the sanction of Corporation of Calcutta and according to the plan to be approved by lessor. Mr.

Roy Chowdhury, therefore, contends that the plan to be approved by the lessor is the condition precedent to the obtaining of the sanction of the respondent 1. In absence of such approval by the lessor no plan could be sanctioned by the Municipal Corporation of Calcutta.

16. The next submission of Mr. Roy Chowdhury is that the respondent 1 has granted sanction to the building plan submitted by the respondents 5 to 8, in violation of the principles of natural justice inasmuch as the petitioners as lessors-landlords should have a hearing before the respondent 1 accords sanction to the said building plan. The learned Counsel submits that the petitioners as trustees having paramount interest in the demised premises are entitled to be heard before the building plan as submitted by the respondents 5 to 8 is sanctioned by the respondent 1.

17. It has been submitted by Mr. Roy Chowdhury that it is incumbent upon the respondents municipal authorities to be satisfied that the respondents 5 to 8 have got exclusive right to erect before allowing the said respondents to submit a building plan for necessary sanction. It is the submission of Mr. Roy Chowdhury that on a reading of various terms and conditions contained in the said deed of lease it would appear that the lessee's right to erect is subject to the condition that the structure to be erected should be according to the plan approved by the lessor and sanctioned by the Corporation. According to Mr. Roy Chowdhury that in order to have satisfaction about the exclusive right of respondents 5 to 8 to erect within the meaning of Rule 49, the respondents municipal authorities should also have referred to the terms and conditions of the lease and should see that whether the prior approval of the lessor has been obtained before submitting the plan to the Corporation for sanction. It has also been argued by Mr. Roy Chowdhury that before forming such satisfaction as to the right of the respondents 5 to 8 to erect within the meaning of Rule 49 of Sch. XVI of the Calcutta Municipal Act, the respondent municipal authority should have ascertained from the petitioners by giving a notice of hearing as to whether the said plan has been duly approved by the petitioners as lessor under the said deed in terms of Clause 3 of the said deed of lease.

18. Mr. Roy Chowdhury has also referred to Section 48 of the Trusts Act to contend that the approval of the petitioners means approval by all trustees of the said Trust. It is not sufficient that one of the trustees not having been authorised by the other trustees should issue a letter of approval to the plan of the building to be erected by the respondents 5 to 8, assuming that the said letter of approval is genuine letter.

19. Mr. Roy Chowdhury has cited a decision of a Division Bench of this Court in the case of Kumuda Sundari Properties (Private) Ltd. and Others Vs. Namdang Tea Co. Ltd., to contend that it is obligatory on the part of municipal authorities to see whether the sanction of the building plan was obtained by the respondents 5 to 8 by any material representation or fraudulent statement and also to see whether the commencement of the construction work had been made in

accordance with plan as approved by the petitioners and sanctioned by the municipal authorities. Mr. Roy Chowdhury submits that in the present case there is no such enquiry by the Calcutta Municipal authority before granting sanction to the building plan submitted by the respondents 5 to 8. Mr. Roy Chowdhury has also cited a decision of the Supreme Court in the case of Rohtas Industries Vs. S.D. Agarwal and Others, to contend that the respondents authorities should have been satisfied that the conditions contained in Section 397 of the Calcutta Municipal Corporation Act, as also contained in the rules in Chap. XVI of the Calcutta Municipal Act namely, Rr. 47 and 49 have been fulfilled and if it is found to the Court that no reasonable authority ignoring the said conditions contained in the statute should have passed the impugned order the same is liable to be struck down. Mr. Roy Chowdhury has also cited another decision of the Supreme Court in the case of K.L. Tripathi Vs. State Bank of India and Others, and he submits that the basic requirement in the consideration like this is that there must be a fair play in action and decision must be arrived at in a just and objective manner having regard to the relevant materials. According to Mr. Roy Chowdhury in the instant case the municipal authorities in sanctioning the said building plan submitted by the respondents 5 to 8 have not acted in a fair manner and should not have sanctioned the plan without giving an opportunity to the landlord of being heard, it is also the contention of Mr. Roy Chowdhury that in sanctioning the said plan a valuable right conferred on the petitioners by the said deed of lease has been affected by the said decision of the Calcutta Municipal authorities in sanctioning the said building plan.

20. Mr. A. P. Sarkar appearing for the respondents 5 to 6 argues that the respondents 5 to 8 derived their exclusive right of erection within the meaning of Rule 49 of the said Sch. XVI of the Calcutta Municipal Act from the very deed of lease itself. Mr. Sarkar submits that by the terms of the said deed of lease in particular Clause 3 thereof the lessee has got the right to erect the masonry structure and has an obligation to complete the same before the expiry of the term of the said lease. Under the said deed of lease the lessee is only required to commence and complete the structure with the sanction of the Corporation of Calcutta. Mr. Sarkar, therefore, submits that once his clients have satisfied the municipal authorities that they have got the right to erect the structure under the deed of lease, the requirements of Rule 49 in the said Sch. XVI would be satisfied and the lessees should be allowed to make necessary application for sanction of the building plan in accordance with building Rules, which is the consequential step.

21. Mr. Sarkar submits that the essential characteristic of the lease is that a lease is the outcome of the rightful separation of ownership and possession. He, further, submits that during the term of the lease the subject is occupied and enjoyed by the lessee and the corpus of the subject does not disappear by the user. It is the submission that before the lease the owner has right to enjoy the possession of the land but by the lease he excludes himself during the currency of lease from that right. Mr. Sarkar in this connection relies on an observation of

Nasim Ali, J. in the case of Anwarali Bepari and Others Vs. Jamini Lal Roy Choudhury and Others, . The said observation is : "A lease is, therefore, the outcome of the rightful separation of ownership and possession. The essential characteristic of a lease is that the subject is occupied and enjoyed, but the corpus of the subject does not disappear by user. Before the lease the owner had the right to enjoy possession of the land but by the lease he excludes himself during its currency from that right. A lease is, therefore, not a mere contract but is a transfer of interest in land. It creates a right in remains". It has been submitted by Mr. Sarkar that the respondents 5 to 8 had got the right of enjoyment of the subject-matter of the lease although the corpus remains with the landlord but the enjoyment of the corpus remains with the lessee. Mr. Sarkar submits that it is not in doubt that under the terms of the said deed of lease the respondents 5 to 8 have got the right to construct the masonry structure. Therefore, in the submission of Mr. Sarkar, it cannot be said that the requirements of Rule 49 have not been complied with nor can it be said that the municipal authorities sanctioned the plan without being satisfied that the respondents 5 to 8 have got the exclusive right of erection within the meaning of said Rule 49.

22. Mr. Sarkar, further, submits that if one closely scrutinizes the terms as contained in Clause 3 of the deed of lease it would appear that prior approval of the lessor would only be required in case of structure "already erected". Therefore, according to Mr. Sarkar. prior approval of the lessor is not strictly necessary under the said deed of lease. In any event, by way of abundant caution the respondents 5 to 8 by their letter dt. 25th Jan., 1982 forwarded the set of plan to the trustees for the construction of office building on the said demised premises and sought approval of the trustees who had by the letter dt, Oct. 4, 1982 duly accorded approval to the set of plan forwarded to the trustees and informed the respondents 5 to 8 that they had no objection to the said construction subject to proper sanction from the Calcutta Corporation. Before obtaining sanction for the plan which had been submitted by the respondents 5 to 8, the respondent duly submitted the said letter to the respondent 1 for consideration. According to the said respondents, the respondent 1 after considering the said letter and also relevant terms and conditions of the said deed of lease duly accorded sanction to the plan in accordance with the building Rules.

23. Mr. Sarkar, further, submits that it has been contended by the petitioners that the said letter of approval has been procured fraudulently from the said Nani Gopal Paul, one of the trustees of the said Trust or that the said letter of approval was a forged document which contention is denied by his clients. To that Mr. Sarkar's answer is that in any event the question of fraud or forgery could not be gone into or enquired or investigated by this Court exercising the writ jurisdiction. Such question can only be investigated and decided by the evidence in some other forum. Therefore, this contention of the petitioners cannot and should not be entertained by this Court in disposing of this writ petition.

24. Mr. Sarkar places strong reliance on a Bench decision of this Court reported in *Kumuda Sundari Properties (Private) Ltd. and Others Vs. Namdang Tea Co. Ltd.*, . Mr. Sarkar relying on the said decision submits that his clients being the lessees during the currency of the lease have exclusive right to erect structure within the meaning of Rule 49, and no other person has any say in the matter. It is his submission that before granting sanction to a building plan in respect of any construction by the lessee it is not in any way incumbent upon the municipal authorities to give any hearing to the landlord or seek his approval before sanctioning any building plan.

If, however, there is any fraudulent, misrepresentation or suppression as to any particulars in an application for sanction of the building plan the municipal authorities under Rule 62B of the said Sch. XVI can enquire into such question and if satisfied about any material mis-representation or fraudulent statement contained in an application made under Rule 47 of the said Sch. XVI for permission to erect a new building or make any addition or alteration to the building, then the municipal authorities may cancel the said permission under said Rule 62B. Mr. Sarkar further submits that it is nobody's case that there has been any material misrepresentation or fraudulent statement contained in the said application for sanction of the building submitted by the respondents 5 to 8 in terms of the said rules contained in the said Sch. XVI. Mr. Sarkar therefore, submits that this writ application by the petitioners is a mala fide application and the petitioners wrongfully interferes or threaten to interfere with his client's right to erect masonry structure in terms of the said deed of lease. He submits that this writ application ought to be rejected.

25. Mr. P. K. Roy appearing for the Corporation makes his submission only on the construction of Clause 3 of the said deed of lease. According to him, the said Clause 3 stipulates that the respondents lessees have got the right to put up construction and also have obligation to complete the same before the expiry of the lease and if any approval of the lessor is necessary that will only be in respect of the structure "already erected". According to Mr. Roy, for the new structure no such approval is necessary in terms of the said Clause 3 of the said deed of lease. Mr. Roy further submits that expression "to be approved by the lessor" refers only to the question of cost which just precedes this expression "according to the plan to be approved by the lessor". It is the submission of Mr. Roy appearing for the Corporation that municipal authorities although not obliged to do, have duly considered the said letter of approval submitted by the respondents 5 to 8 as also the terms and conditions of the lease relating to the question of approval and accorded sanction after being satisfied that all the relevant provisions of the Municipal Act have been complied with. It is also the argument of Mr. Roy that in order to arrive at satisfaction as to the exclusive right of erection within the meaning of Rule 49 it is not necessary to refer to the question of approval of plan or obtaining confirmation of lessor as to completion of structure as contained in the said Clause 3 of the deed of lease as those conditions are matters as between the lessor and the lessee of which the

Calcutta Municipal authority has no concern. He submits that if there is any breach of such condition, the lessor may take appropriate action against the lessee.

26. In order to appreciate the respective submissions of the learned Counsel appearing for the parties it will be useful to set out the relevant provisions of the said deed of lease : "Clause 3 -- That before the expiry of the terms hereby demised the lessee shall complete the erection of masonry structure upon the demised premises with the sanction of the Corporation of Calcutta at a cost of not less than Rs. 10,000/- (Rupees ten thousand) inclusive of the costs of the structure already erected by the lessee on the demised premises according to the plan to be approved by the lessor and obtain the confirmation of the lessor as to such completion and the structure to be erected by the lessee together with all fixtures attached thereto shall belong absolutely to the lessor on the expiry of the tenancy hereby created" and "Clause 11 -- That the lessee shall at the expiration of the said term peaceably and quietly vacate and deliver up possession of the demised premises as well as of any structures erected thereon to the lessor.....".

27. There may be some force in the contention of Mr. Sarkar as also Mr. Roy as to the interpretation of said Clause 3 of the said deed of lease. I think, however, that in the facts and circumstances of this case it is not necessary for me to express any opinion as to what could be the correct interpretation of the said Clause 3 of the said deed of lease. In this instant case all the parties proceeded on the basis that the building plan has to be approved by the lessor before it is submitted for sanction to the respondent 1.

28. In the affidavit-in-opposition filed by the respondents 5 to 8 and affirmed on 7th Apr., 1986 it is stated in para. 4(c) VIII that "the said respondents having the rights, title and interest as lessees in respect of the premises at 135A, Chittaranjan Avenue decided to construct a masonry structure upon the demised premises with the sanction of the Corporation of Calcutta and according to the plan to be approved by the lessor and obtaining confirmation thereof as per terms and conditions stipulated in the deed of lease dt. July 16, 1985". In para 4(c) IX it is stated that "in terms of the aforesaid condition for prior permission of the lessors on or about Jan. 25, 1982 the respondents sent for approval a set of plan for the construction of a masonry structure for office purpose upon the demised premises to the trustee of the said Trust. Long after the receipt of the said letter the trustees of the said Trust by their letter dt. Oct. 4, 1982 granted the requisite permission stating that they have no objection to the construction subject to the proper sanction of Calcutta Municipal Corporation". In the affidavit-in-opposition filed on behalf of respondents 1 to 4 and affirmed on 21st Apr., 1986, it is stated in para 15 of the said affidavit that "I say that the municipal authority after consideration of the said deed of lease as a whole and after taking into account the no objection certificate being Annexure "X" to the affidavit acted bona fide in granting permission for construction of building in accordance with

the provisions of Municipal law the allegation sought to be raised in the paragraph under reference does not and cannot arise at all."

29. It would therefore appear that both the sets of respondents proceeded on the basis that the building has to be constructed with the sanction of the Corporation of Calcutta and according to the plan to be approved by the lessor. Therefore, in my opinion, the respondents should not be allowed to take up this point as sought to be urged during the argument that such prior approval of the lessor is not necessary in terms of the said Clause 3 of the said deed of lease.

30. Therefore, whether such approval is necessary in terms of the said deed of lease need not be considered in this present proceeding in view of the aforesaid specific statements made by both the sets of respondents. I am also of the view that in order to arrive at the satisfaction as to the exclusive right of construction within the meaning of the said Rule 49 in Sch. XVI it is not necessary for the Corporation authorities to consider other incidental terms of the lease if the municipal authorities are satisfied that the respondent (sic) to 8 have got the exclusive right of erection in terms of the deed of lease.

31. The only substantial challenge of the petitioner, it appears to me is that the approval of lessor is a condition precedent to the sanction of the plan and the said letter of approval is not a genuine letter and is manufactured or forged document as alleged by the petitioners in their supplementary affidavit filed by the petitioners.

32. In my opinion, in the case of the lease, municipal authorities are only required to consider and satisfy themselves that the lessee has got the exclusive right of erection under the terms of the lease and the building is erected during the currency of the lease, and in order to arrive at their satisfaction it is not necessary at all to hear the landlord or any other parties before forming such satisfaction. But since the question of prior approval of the lessor has been taken into consideration by the municipal authorities and also the respondents 5 to 8 considered the same to be a necessary condition, I would direct the respondents municipal authorities to consider within a period of three months to enquire into and decide in accordance with law, whether the said letter dt. 4th Oct., 1982 addressed by Nani Gopal Paul on behalf of the Trust to the respondents 5 to 8 according approval to the plan was a genuine document or not. I make it clear that this enquiry is only limited to the question as to the genuineness of the document and for the purpose of said enquiry the municipal authority will hear the petitioners as also the respondents 5 to 8. If it is found upon such enquiry and established by the petitioners by proper evidence that there has been no prior approval to the plan submitted for sanction, the municipal authorities will be at liberty to take such steps with regard to the construction raised by the respondents 5 to 8 as they may be advised. I further indicate clearly that it has not been urged by the petitioners and it is anybody's case that there has been any material misrepresentation or fraudulent statement contained in the application submitted by the respondents Nos. 5 to 8 for sanction to the building

plan.

33. This writ application is thus disposed of as indicated above. All interim orders are vacated. There, will, however no order as to costs.

34. The prayer for stay is refused.