

**IN THE COURT OF SH. DIVYANG THAKUR, LD. ADJ-03,
DWARKA COURTS, DELHI**

Civil Suit No. 95/2020

CNR No. : DLSW01-001470-2020

In the matter of :

Vimal Kumar and Anr.

Vs.

Eminent Officers Welfare Society through its President

Order on application under Order VI R 17 of CPC

1. Vide the present order, I would decide the application under Order VI R 17 of CPC moved on behalf of the Plaintiff.
2. Before proceeding further, for the sake of convenience, the contents of the original plaint and the proposed amended plaint have been extracted in the table given below.

<u>Original Plaint</u>	<u>Amended Plaint</u>
1. That the Plaintiff No. 1 is resident of Flat No. D-201, Green Valley Apartment, Plot No. 18, Sector-22, Dwarka, New Delhi-110077 and is gainfully employed with Government of India at New Delhi. The Plaintiff No. 1 is currently the Secretary of Defendant No. 1.	1. That the plaintiff no. 1 is resident of Flat No. D-201, Green Valley Apartment, Plot No. 18, Sector-22, Dwarka, New Delhi-110077 and is gainfully employed with the Government of India at New Delhi. The plaintiff no. 1 was the secretary of the defendant no. 10 till the time the plaintiff no. 1 was illegally removed from the said post.
2. That the Plaintiff No. 2 is resident of C-4, 201, Paras Hermitage, D-1/4, Hoshangabad Road, Bagmugalia, Bhopal, Madhya Pradesh-462 026 and is gainfully	2. That the plaintiff no. 2 is a resident of 1002, B-9, M3M Woodshire, Sector-107, Gurugram, Haryana and is gainfully employed with the Government of India at

employed with Government of India at Bhopal, Madhya Pradesh. The Plaintiff No. 2 is currently the Treasurer of Defendant No. 1.	New Delhi. The plaintiff no. 2 was the Treasurer of the defendant no. 10 till the time the plaintiff no. 2 was illegally removed from the said post.
3. That the Defendant no. 1 is a society bearing Registration no. S/RS/SW/1322/2015 and having its Registered Office at 109, Pocket-3C, Sector-16B, Dwarka, New Delhi-110 075. A copy of the Registration Certificate of Defendant no. 1 is filed herewith as <u>Annexure-I</u> with List of Documents.	3. That the defendant no. 10 is a society bearing Registration No. S/RS/SW/1322/2015 and having its Registered Office at 109, Pocket-3C, Sector-16B, Dwarka, New Delhi-110 075, however, the defendant no. 10, in the present suit, is a pro-forma party and no relief is being claimed against the defendant no. 10, moreover, the defendant no. 10 is a necessary party as the subject matter of the suit pertains to the affairs of the defendant no. 10 and it is for the said reason that the defendant no. 10 has been made a pro-forma party. It would not be out of place to mention herein that the defendant no. 10 society was established with the aim and object of promoting the social welfare schemes alongwith many other aims and objects and a copy of the Memorandum of Association of the defendant no. 10 society alongwith its Rules and Regulations are being filed with the present plaint, moreover, a copy of the Registration Certificate of the defendant no. 10 society has already been filed with the plaint, however, another copy of the same is being filed for ready reference.
4. That the Defendant no. 2 is the President of Defendant no. 1 and is R/o House No. FE-459, Ground Floor, Sector-III, Salt Lake, Kolkata-700106, West Bengal. The Defendant no. 2 is gainfully employed with Government of India at Kolkata, West Bengal.	4. That the defendant no. 1 was the President of the defendant no. 10 Society and part of the Managing Committee, alongwith the plaintiffs, and is a resident of House No. B-501, Kartik Kunj Apartment, Sector-44, Noida, U.P.-201301, further, the defendant no. 1 is gainfully employed with Government of India at Pune, Maharashtra.
5. That the Defendant no. 1 was	5. That the defendant nos. 2 and 3

established with the aim and objects to promote welfare schemes, to establish, manage, maintain, etc. residential houses, etc. for the benefit and use of its members, etc. A copy of the Memorandum of Association of Defendant no. 1 is filed herewith as <u>Annexure-II</u> with List of Documents.	are the persons, part of an ad-hoc committee, who had been given the authority to carry out all financial transactions pertaining to the defendant no. 10 society, the very constitution of the said ad-hoc committee is void ab-initio as the said ad-hoc committee was illegally constituted in the meeting of the defendant no. 10 society, illegally held on 18.01.2020.
6. That the Ministry of Urban Development, Government of India, in order to boost the housing sector and to provide residential houses to its citizens in Delhi had approved the Land Pooling Policy in May, 2015. Subsequently, Government of NCT of Delhi vide its Notification dated 16.07.2017 declared Khaira Village, Najafgarh Delhi as the “Development Area” for the purpose of Land pooling policy. Under this policy, Delhi Development Authority shall act as a facilitator of the entire process of development through a single window clearance/approval system in a time bound manner.	6. That the defendant no. 4 is an employee of the Central Water Commission and had been illegally appointed as the Returning Officer by the defendant no. 1, on 08.08.2020, to conduct the elections of the defendant no. 10 society.
7. That, the Defendant no. 1, in order to promote its object of establishing, maintaining, constructing, etc. residential houses for its members, purchased/ in the process of purchasing land from the farmers in Khaira Village, Najafgarh, Delhi and handing over the same to DDA under land pooling policy for construction of multistory residential houses by Defendant no. 1 for its members.	7. That the defendant no. 5 was gainfully employed with the Government of India, however, the defendant no. 5, has since retired from service, the defendant no. 6 is an employee of the Central Water Commission and the defendant no. 7 is employed with National Hydro-electric Power Corporation and are, at present, being allegedly shown as the President, Secretary and Treasurer of the defendant no. 10 society respectively, however, the very basis of their selection/election/nomination are void ab-initio as the entire process of “the so-called election” is illegal and in-fact contrary to the Rules and

	Regulations of the defendant no. 10 society.
8. That, the Defendant no. 1 vide its minutes of meeting of Governing Body held on 9 th December, 2015 appointed M/s Khushi Properties and Developers Pvt. Limited as its Consultant for purchase of land and related professional services. The Defendant no. 1, through its consultant, M/s Khushi Properties and Developers Pvt. Ltd. finalized the location at Khaira Village, Najafgarh – Ghummanhera Road, Delhi for purchase of land measuring 5 Acres approximately under land pooling policy. A copy of minutes of meeting of Governing Body held on 9 th December, 2015 is filed herewith as <u>Annexure-III</u> as List of Documents.	8. That the defendant no. 8 is the bank in which the defendant no. 10 society has its account and the defendant no. 8, in collusion with the defendant nos. 1 to 7, are illegally carrying out financial transactions contrary to the interests of the defendant no. 10 society.
9. That, the Defendant no. 1 had entered into an MOU dated 13.10.2015 with M/s Khushi Properties and Developers Pvt Limited for facilitating purchase of land and already purchased and got registered in its name about 1.92 acres of agricultural land in Khaira Village, Najafgarh – Ghummanhera Road, Delhi vide Registered Sale Deed dated 23.05.2016.	9. That the defendant no. 9 is the Registrar of Societies with which the defendant no. 10 society has been registered, the defendant no. 9 is a pro-forma party as no relief is being claimed against the defendant no. 9, however, the defendant no. 9 has been impleaded as all records pertaining to the defendant no. 10 society are in the power and possession of the defendant no. 9 and it is for the said reason that the defendant no. 9 is a necessary party.
10. That, the Defendant no. 1, had entered into another MOU dated 12 th day of April, 2018 with its Consultant M/s Khushi Properties and Developers Pvt. Limited in providing its services for purchase of 3.14 acres of agricultural land in L-Zone under land pooling policy of Ministry of Urban Development, Government of India at a total consideration of Rs. 11,95,90,000/- (Rupees Eleven Crore Ninety Five Lac Ninety Thousand only) and paid	10. That the Ministry of Urban Development, Government of India, in order to boost the housing sector and to provide residential houses to its citizens in Delhi had approved the Land Pooling Policy in May, 2015. Subsequently, the Government of NCT of Delhi vide its Notification dated 16.07.2017 declared Khaira Village, Najafgarh Delhi as the “Development Area” for the purposes of Land pooling Policy. Under this policy, Delhi

Rs. 6,21,57,915/- (Rupees Six Crore Twenty One Lac Fifty Seven Thousand Nine Hundred Fifteen only) and agreed to pay balance Rs. 5,74,32,085/- (Rupees Five Crore Seventy Four Lac Thirty Two Thousand Eighty Five only) to M/s Khushi Properties and Developers Pvt. Limited by 15th July, 2018 for purchase of land. A copy of Memorandum of Understanding dated 12th April, 2018 is filed herewith as <u>Annexure-IV</u> with List of Documents. The payment so released to the said M/s Khushi Properties and Developers Pvt. Limited was paid on the basis of approval through e-mail and telephone by the President of Defendant No. 1. Money was paid to M/s Khushi Properties and Developers Pvt. Ltd. from Financial Years 2015-16 to 2018-19. The said payments were recorded as advances towards land in the balance sheets and Receipts and Payment Accounts, of respective financial years and the same were approved by the members in the respective annual general body meetings. Therefore, the members are aware of the payment of money to M/s Khushi Properties and Developers Pvt. Ltd. and the same procedure followed till last payment however before the emergency GBM dated 21.12.2019, no concern or objection of any nature was ever raised by any member of the Defendant No. 1.	Development Authority shall act as a facilitator of the entire process of development through a single window clearance/approval system in a time bound manner.
11. That, Defendant No. 1 made the balance payment to M/s Khushi Properties and Developers Pvt. Limited for purchase of balance land of 3.14 acres in the Financial Year 2018-19.	11. That, the Defendant No. 10, in order to promote its object of establishing, maintaining, constructing, etc. residential houses for its members, purchased/ in the process of purchasing land from the farmers in Khaira Village, Najafgarh, Delhi and handing over

	the same to DDA under land pooling policy for construction of multi-storey residential houses by Defendant No. 10 for its members. It would however be relevant to mention herein that the defendant no. 10, in order to promote one of its objectives to construct multi-storey residential flats for its members had given an option to all the members of the defendant no. 10 to become members of a housing project by the name “Utkarsh Vihar”, however, out of a total of 189 members of the defendant no. 10, only 125 members chose to become members of the housing project by the name “Utkarsh Vihar”.
12. That, it was a practice that the payment to M/s Khushi Properties and Developers Pvt. Ltd. used to be released after the approval of Defendant No. 2 and this procedure has been followed since the first payment made to M/s Khushi Properties and Developers Pvt. Ltd. These payments have already been approved in the previous AGBMs. The same process has been followed for releasing payments to M/s Khushi Properties & Developers Pvt. Ltd. after obtaining the approval of Defendant No. 2. This fact has also been admitted by Defendant No. 2 in the minutes of 21st December 2019. The Defendant No. 1, in its Annual General Body Meeting on year to year basis, approved its Annual Accounts and Audit Report for each financial year and the payments made to M/s Khushi Properties and Developers Pvt. Limited were clearly reflected in the balance sheet of Defendant No. 1 towards 'Advance for Land' under the heading “Loans and Advances (Assets)” and in Receipts and Payments Account. The	12. That, the Defendant No. 10, vide the minutes of meeting of the Governing Body held on 9th Decembers, 2015, appointed M/s Khushi Properties and Developers Pvt. Limited as its Consultant for purchase of land and related professional services. The Defendant No. 10, through its consultant, M/s Khushi Properties and Developers Pvt. Ltd. finalized the location at Khaira Village, Najafgarh-Ghummanhera Road, Delhi for purchase of land measuring 5 acres approximately under land pooling policy. A copy of the minutes of the meeting of the Governing Body held on 9th December, 2015 has already been filed with the plaint, however, another copy of the same is being filed for ready reference.

payments were made by Defendant No. 1 to M/s Khushi Properties and Developers Pvt. Limited for purchase of land in the years from 2015 to 2019. At no point of time was any objection raised or taken by the Governing Body with respect to the payments so made to the said consultant at any point of time.	
13. That, due to default in payment of the demanded and agreed installment amount by most of the members of Defendant No. 1, there was considerable delay in payment of balance consideration by Defendant No. 1 to M/s Khushi Properties and Developers Pvt. Limited resulting in delay in purchase of land. The fact of delay in payment by members and its consequences was informed to the members in the Annual General Body Meetings and reminders from time to time were sent by Defendant No. 1. A copy of one of such reminders dated 04.05.2016 is filed herewith as <u>Annexure-V</u> with List of Documents.	13. That, the Defendant No. 10 had already entered into a Memorandum of Understanding dated 13.10.2015 with M/s Khushi Properties and Developers Pvt. Limited for facilitating the purchase of land and M/s Khushi Properties and Developers Pvt. Limited purchased and got registered, in the name of the defendant no. 10, about 1.92 acres of agricultural land in Khaira Village, Najafgarh-Ghummanhera Road, Delhi vide Registered Sale Deed dated 23.05.2016.
14. That, on the basis of information provided by M/s Khushi Properties and Developers Pvt. Ltd., it was recorded in the minutes of AGBM dated 12.01.2019 that 3.14 acres of land has been purchased. However, later on enquiry, it was found that the land is still to be purchased by M/s Khushi Properties and Developers Pvt. Ltd.	14. That, the Defendant No. 10, had entered into another Memorandum of Understanding dated 12th day of April, 2018 with its Consultant M/s Khushi Properties and Developers Pvt. Limited in providing its services for purchase of 3.14 acres of agricultural land in L-Zone under the land pooling policy of the Ministry of Urban Development, Government of India at a total consideration of Rs. 11,95,90,000/- (Rupees Eleven Crore Ninety Five Lac Ninety Thousand only) and paid Rs. 6,21,57,915/- (Rupees Six Crore Twenty One Lac Fifty Seven Thousand Nine Hundred Fifteen only) and agreed to pay balance Rs. 5,74,32,085/- (Rupees Five Crore

	Seventy Four Lac Thirty Two Thousand Eighty Five only) to M/s Khushi Properties and Developers Pvt. Limited by 15th July, 2018 for purchase of land. A copy of the Memorandum of Understanding dated 12th April, 2018 has already been filed with the plaint, however, another copy of the same is being filed for ready reference. The payment so released to the said M/s Khushi Properties and Developers Pvt. Limited was paid on the basis of approval through email and telephone by the defendant no. 1. Money was paid to M/s Khushi Properties and Developers Pvt. Ltd from financial years 2015-2016 to 2018-2019. The said payments were recorded as advances towards land in the balance sheets and Receipts and Payment Accounts, of respective financial years, and the same were approved by the members in the respective annual general body meetings. Therefore, the members were/are fully aware of the payment of money to M/s Khushi Properties and Developers Pvt Ltd and the same procedure was followed till last payment, however before the emergency GBM dated 21.12.2019, no concern or objection of any nature was ever raised by any member of the Defendant No. 10.
15. That, a meeting was held between Defendant No. 1 and M/s Khushi Properties and Developers Pvt. Limited on 17th July, 2019 at New Delhi to discuss the issue of purchase the balance land of 3.14 acres and to get the same registered in the name of the Defendant No. 1 by 26th July, 2019 subject to receipt of NOC. Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Pvt. Limited informed Defendant No. 1 that NOC for land	15. That, the defendant no. 10 made the balance payment to M/s Khushi Properties and Developers Pvt Ltd for purchase of balance land of 3.14 acres in the financial year 2018-2019.

measuring 2.311 acres has already been applied on 10.07.2019 and for remaining land, NOC shall be applied on 19.07.2019. A copy of the minutes of meeting held on 17th July, 2019 at New Delhi is filed herewith as <u>Annexure-VI</u> with List of Documents.	
16. That, however, due to some issues, land could not be got registered by M/s Khushi Properties and Developers Pvt. Limited in the name of Defendant No. 1 within the given time frame and therefore, it was decided in governing body meeting held on 24.09.2019 of Defendant No. 1 to have a meeting with M/s Khushi Properties and Developers Pvt. Limited to settle the issue of purchase of land. Therefore, a meeting dated 25.09.2019 was held between governing body members of Defendant No. 1 and M/s Khushi Properties and Developers Pvt. Ltd. It was informed by Sh. Mukesh Kumar Singh, CMD of M/s Khushi Properties and Developers Pvt Ltd in the meeting that fresh NOC for two parcels of land measuring 3.716 acres has already been applied. It was decided in the meeting that both the parcels of land needs to be got registered in the name of the Defendant No. 1 on priority. It was committed by Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Pvt Limited that both the parcels of land would be registered in the name of Defendant No. 1 immediately after the issuance of NOC and the balance amount i.e. the difference in purchase price of 3.716 acres and 3.14 acres will be paid directly to the owners of the land. A copy of the minutes of meeting held on 25th September, 2019 at New Delhi is filed herewith	16. That, it was a practice that the payment to M/s Khushi Properties and Developers Pvt Ltd used to be released after the approval of the defendant no. 1 and this procedure has been followed since the first payment made to M/s Khushi Properties and Developers Pvt Ltd. These payments have already been approved in the previous AGBMs. The same process has been followed for releasing payments to M/s Khushi Properties & Developers Pvt Ltd after obtaining the approval of Defendant No. 1. This fact has also been admitted by Defendant No. 1 in the minutes of the meeting dated 21st December 2019. The members of the defendant no. 10, in its Annual General Body Meeting, on year to year basis, approved its Annual Accounts and Audit Report for each financial year and the payments made to M/s Khushi Properties and Developers Pvt Limited were clearly reflected in the balance sheet of Defendant No. 10 towards 'Advance for Land' under the heading "Loans and Advances (Assets)" and in Receipts and Payments Account. The payments were made by the Defendant No. 10 to M/s Khushi Properties and Developers Pvt. Limited for purchase of land in the years from 2015 to 2019. At no point of time was any objection raised or taken by the Governing Body with respect to the payments so made to the said consultant.

as <u>Annexure-VII</u> with List of Documents.					
17. That, Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Pvt. Limited had failed to honour its commitment to get both the parcel of land measuring 3.716 acres registered in the name of Defendant No. 1 and sought some more time till 25.03.2020 for registration of land measuring 3.14 acres in the name of Defendant No. 1. An indemnity bond dated 21 st December, 2019 was signed by Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Pvt. Limited in favour of Defendant No. 1 stating that either 3.14 acres of land would be registered in the name of Defendant No. 1 by 25.03.2020 or the money paid by Defendant No. 1 shall be refunded by M/s Khushi Properties and Developers Pvt. Limited before 25.03.2020. In order to secure the payment, three cheques bearing the following details as security were taken from M/s Khushi Properties and Developers Pvt. Limited. All this was also done with the knowledge and consent of Defendant No. 2.					17. That, due to default in payment of the demanded and agreed installment amount by many of the members of Defendant No. 10, there was considerable delay in payment of balance consideration by Defendant No. 10 to M/s Khushi Properties and Developers Pvt Limited resulting in delay in purchase of land. The fact of delay in payment by members and its consequences was informed to the members in the Annual General Body Meetings and reminders from time to time were sent by Defendant No. 10. A copy of one of such reminders dated 04.05.2016 has already been filed with the plaint, however, another copy of the same is being filed for ready reference.
Sl. No .	Cheque No.	Name of the Bank	Date	Amount (INR)	
1.	013933	Corporatio n Bank	20.02 .2020	1,50,00,000/-	
2.	013934	Corporatio n Bank	10.03 .2020	3,50,00,000/-	
3.	013935	Corporatio n Bank	25.03 .2020	6,85,00,000/-	
		Total		11,85,00,000/-	
Further, in the event of dishonor of any of the cheques mentioned above, another cheque bearing No. 029556 dated 25.03.2020 amounting to Rs. 11,85,00,000/- drawn on Dena Bank as security was also taken from M/s Khushi Properties and Developers Pvt. Limited.					

The Plaintiff No. 1 has duly informed the Defendant No. 2 regarding the execution of indemnity bond in favour of the Defendant No. 1 and handing over of 4 cheques (3 cheques of Rs. 11,85,00,000/- and one cheque of Rs. 11,85,00,000/-) by M/s Khushi Properties and Developers Private Limited to Defendant No. 1 in order to secure the money of Defendant No. 1. A copy of the Indemnity Bond dated 21st December, 2019 and cheques (colly) is filed herewith as <u>Annexure-VIII</u> with List of Documents.	
18. At the request of the Defendant No. 2 a notice dated 18.12.2019 convening the Emergency General Body Meeting on 21.12.2019 was sent by the Plaintiff No. 1. A copy of the notice dated 18.12.2019 convening the Emergency General Body Meeting on 21.12.2019 is filed herewith as <u>Annexure-IX</u> with List of Documents.	18. That, on the basis of information provided by M/s Khushi Properties and Developers Pvt. Ltd, it was recorded in the minutes of AGBM dated 12.01.2019 that 3.14 acres of land has been purchased. However, later on enquiry, it was found that the land is still to be purchased by M/s Khushi Properties and Developers Pvt Ltd.
19. The Emergency General Body Meeting was held on 21.12.2019 at New Delhi. In terms of Rules and Regulations of Defendant No. 1 under the heading "Election and Quorum", the Quorum for General Body Meetings shall be 2/3rd members of the General Body. Out of 189 members in total, only 52 members attended the meeting out of which 5 members had not signed the attendance register. Even the attendance of the members were recorded in the Attendance Register after the meeting was over. Since, the requisite quorum was not present in the Emergency General Body Meeting, therefore, the meeting needs to be adjourned for want of requisite quorum. However, no such adjournment was granted and the	19. That thereafter meeting was held between the representatives of the governing body of the defendant no. 10 and M/s Khushi Properties and Developers Pvt Limited on 17th July, 2019 at New Delhi to discuss the issue of purchase of balance land of 3.14 acres and to get the same registered in the name of the defendant no. 10 by 26th July, 2019 subject to receipt of NOC. Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Pvt. Limited informed the governing body of the defendant no. 10 that NOC for land measuring 2.311 acres has already been applied on 10.07.2019 and for remaining land, NOC shall be applied on 19.07.2019. A copy of the minutes of meeting held on 17th July, 2019 at

Emergency General Body Meeting was conduct even in absence of requisite quorum. The Secretary i.e. Plaintiff No. 1, informed the members of Defendant No. 1 to adjourn the meeting as requisite quorum was not present however Defendant No. 2 alongwith its supporter members paid no heed to the suggestion of the Plaintiff No. 1 and forcefully stopped the Plaintiff No. 1 from conducting the proceedings of the meeting and started conducting the proceedings of the meeting themselves. Hence, the Emergency General Body Meeting dated 21.12.2019 was illegal and not valid in the eyes of law. Similarly the business transacted at the meeting was also illegal and not valid in the eyes of law.	New Delhi has already been filed with the plaint, however, another copy of the same is being filed for ready reference.
20. That, in the Emergency General Body Meeting, clarifications / confirmation was sought from the President i.e. Defendant No. 2, of Defendant No. 1. Even in the said minutes, it was clarified by Defendant No. 2 that the money was paid M/s Khushi Properties and Developers Pvt. Ltd on the basis of approval of Defendant No. 2 through e-mail and/or phone.	20. That, however, due to some issues, land could not be got registered by M/s Khushi Properties and Developers Pvt Limited in the name of the defendant no. 10 within the given time frame and therefore, it was decided in the governing body meeting held on 24.09.2019, of the defendant no. 10, to have a meeting with M/s Khushi Properties and Developers Pvt Limited to settle the issue of purchase of land. Thereafter, a meeting dated 25.09.2019 was held between the governing body members of the defendant no. 10 and M/s Khushi Properties and Developers Pvt Ltd. It was informed by Sh. Mukesh Kumar Singh, CMD of M/s Khushi Properties and Developers Pvt. Ltd., in meeting that fresh NOC for two parcels of land measuring 3.716 acres has already been applied. It was decided in the meeting that both the parcels of land needs to be got registered in the name of the defendant no. 10 on

	priority. It was committed by Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Pvt Limited that both the parcels of land would be registered in the name of Defendant No. 10 immediately after the issuance of NOC and the balance amount i.e., the difference in purchase price of 3.716 acres and 3.14 acres will be paid directly to the owners of the land. A copy of the minutes of meeting held on 25 th September, 2019 at New Delhi has already been filed with the plaint, however, another copy of the same is being filed for ready reference.																							
21. That, it was wrongly recorded in the minutes of the meeting that no guarantee was taken in the name of Defendant No. 1 against money paid to M/s Khushi Properties and Developers Pvt. Ltd. The same was incorrect as an Indemnity Bond dated 21.12.2019 and 4 post dated cheques (3 cheques totaling Rs. 11,85,00,000/- and one cheque of Rs. 11,85,00,000/-) had been taken from M/s Khushi Properties and Developers Pvt. Ltd in order to secure the money of Defendant No. 1 in the event of failure of M/s Khushi Properties and Developers Pvt. Ltd to register the land by 25.03.2020.	21. That, Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Pvt Limited, had failed to honour its commitment to get both the parcel of land measuring 3.716 acres registered in the name of Defendant No. 10 and sought some more time till 25.03.2020 for registration of land measuring 3.14 acres in the name of Defendant No. 10. An indemnity bond dated 21 st December, 2019 was signed by Sh. Mukesh Kumar Singh, CMD, M/s Khushi Properties and Developers Limited in favour of the Defendant No. 10 stating that either 3.14 acres of land would be registered in the name of Defendant No. 10 by 25.03.2020 or the money paid by Defendant No. 10 shall be refunded by M/s Khushi Properties and Developers Limited before 25.03.2020. In order to secure the payment, three cheques bearing the following details were taken from M/s Khushi Properties and Developers Pvt. Limited. All this was done with the knowledge and consent of Defendant No. 1.																							
<table><tr><td>Sl. No</td><td>Cheque No.</td><td>Name of the Bank</td><td>Date</td><td>Amount (INR)</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>					Sl. No	Cheque No.	Name of the Bank	Date	Amount (INR)															
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	1.	01393 3	Corporatio n Bank	20.02.2 020	1,50,00,000/-
	2.	01393 4	Corporatio n Bank	10.03.2 020	3,50,00,000/-
	3.	01393 5	Corporatio n Bank	25.03.2 020	6,85,00,000/-
			Total		11,85,00,000/-
Further, in the event of dishonor of any of the cheques mentioned above, another cheque bearing No. 029556 dated 25.03.2020 amounting to Rs. 11,85,00,000/- drawn on Dena Bank was also taken from M/s Khushi Properties and Developers Pvt. Limited. The Plaintiff No. 1 had duly informed the Defendant No. 1 regarding the execution of indemnity bond in favour of the Defendant No. 10 and handing over of 4 cheques (3 cheques totaling to Rs. 11,85,00,000/- and one cheque of Rs. 11,85,00,000/-) by M/s Khushi Properties and Developers Private Limited to Defendant No. 10 in order to recover the money of Defendant No. 10. A copy of the Indemnity Bond dated 21st December, 2019 and the four cheques have already been filed with the plaint, however, another copy of the same is being filed for ready reference.					
22. That, a Fact Finding Committee (FFC) was constituted in the Emergency General Body Meeting dated 21.12.2019. The constitution of such FFC is totally illegal and unauthorized as the Rules and Regulations of Defendant No. 1 never provided for constitution of any committee at all and the same is also in contravention of the provisions of Societies Registration Act, 1860. The FFC was constituted in order to topple the Governing Body of Defendant No. 1. The			22. That, at the request of the Defendant No. 1, a notice dated 18.12.2019 convening the Emergency General Body Meeting of the defendant no. 10, on 21.12.2019, was sent by the Plaintiff No. 1 to the members. A copy of the notice dated 18.12.2019 convening the Emergency General Body Meeting on 21.12.2019 has already been filed with the plaint, however, another copy of the same is being filed for ready reference.		

members of FFC are the supporters and are in collusion with Defendant No. 2 who have been named to help the defendant no. 2 in achieving his ill motives and objective of running and managing the Defendant No. 1 as per his own wishes. The members of FFC are the members of Defendant No. 1 who are not independent and are the supporters of Defendant No. 2. This fact has already been informed by Plaintiff No. 1 to Defendant No. 2 vide email dated January 7, 2020. Copies of the minutes of Emergency General Body Meeting dated 21.12.2019 and e-mail dated January 7, 2020 is filed herewith as <u>Annexure-X</u> and <u>Annexure-XI</u> respectively as List of Documents.	
23. That, Defendant No. 2, in order to topple the Governing Body of defendant No. 1 and to achieve his ill-motives and objectives issued a notice dated 02.01.2020 convening the Annual General Body Meeting of Defendant No. 1 on 18.01.2020. The said notice was wholly illegal, and without authority, In terms of Rules and Regulations of Defendant No. 1 under the heading “Power and Duties of the Office Bearers” under sub-heading ‘Secretary’ at Clause 3 sub-clause (a), only Secretary of Defendant No. 1 has the power and duty to summon the meetings of Governing Body and General Body of Defendant No. 1. Defendant No. 2 in order to by-pass the powers and duties of Plaintiff No. 1 as Secretary of Defendant No. 1 and in order to achieve its ill motives and objectives convened the Annual General Body meeting knowing fully well that the Plaintiff No. 1 is not available on 18.01.2020 as he was travelling from 11th January 2020 to 19th January 2020. The Plaintiff No. 1	23. That the Emergency General Body Meeting of the defendant no. 10 was held on 21.12.2019 at New Delhi. In terms of the Rules and Regulations of the defendant no. 10 under the heading “Election and Quorum”, the Quorum for General Body Meetings shall be 2/3rd members of the General Body. Out of 189 members in total, only 52 members attended the meeting out of which 5 members did not sign the attendance register, moreover, even the attendance of the members were recorded in the attendance register after the meeting was over. Since the requisite quorum was not present in the Emergency General Body Meeting, therefore, the meeting was required to be adjourned for want of requisite quorum. However, no such adjournment was granted and the Emergency General Body Meeting was conducted even in the absence of requisite quorum. The secretary i.e., the plaintiff no. 1, informed the members of the defendant no. 10 to adjourn the meeting as the requisite

informed the Defendant No. 2 about his travelling schedule however, the Defendant No. 2 in order to achieve his ill motive and objective convened the Annual General Body meeting on 18.01.2020. The Rules and Regulations of Defendant No. 1 under the heading “4. Additional Secretary’ provides that in the absence of Secretary, Additional Secretary act as Secretary with all his powers as mentioned in Rules and Regulations of Defendant No. 1. However, the Defendant No. 2 in complete contravention of the Rules and Regulations of Defendant No. 1 convened the Annual General Body Meeting.	quorum was not present, however, defendant no. 1 alongwith its supporter members paid no heed to the suggestion of the plaintiff no. 1 and forcefully stopped the plaintiff no. 1 from conducting the proceedings of the meeting and started conducting the proceedings of the meeting themselves. Hence, the Emergency General Body Meeting dated 21.12.2019 was illegal and not valid in the eyes of law. Similarly the business transacted at the meeting was also illegal and not valid in the eyes of law.
24. That the convening of Annual General Body is illegal and unauthorized as the notice convening the meeting was not sent to all the members of Defendant No. 1 but purposely and in order to achieve the ill motive to topple the Governing Body, Defendant No. 2 sent the notice to only those members who participated in the housing project of Defendant No. 1. The dispatch of said notice convening the meeting for selected group of members is completely illegal, unauthorized, invalid in the eyes of law and further is against the Rules and Regulations of Defendant No. 1. The meeting so convened by the Defendant No. 2 is completely illegal, invalid and the business transacted at the meeting is totally unauthorized and illegal. Even the prescribed quorum was not present in the meeting. Out of 189 members in total, only 49 members were present in the meeting. A copy of the Rules and Regulations of Defendant No. 1 is filed herewith as <u>Annexure-XII</u> with List of Documents and the notice dated	24. That, in the said Emergency General Body Meeting held on 21.12.2019, clarifications/confirmation was sought from the President i.e., the Defendant No. 1, of the Defendant No. 10. Even in the said minutes, it was clarified by the defendant no. 1 that the money was paid to M/s Khushi Properties and Developers Pvt. Ltd on the basis of approval of defendant no. 1 through email and/or phone.

02.01.2020 convening the Annual General Body Meeting is filed herewith as <u>Annexure-XIII</u> with List of Documents.	
25. That, the Defendant No. 2, with the illegal support of its supporters, who are also the members of Defendant No. 1, present at the impugned Annual General Body Meeting, in order to achieve its ill motive and objectives agreed to: - cease upon the financial transaction powers of the office bearers; - intimation of the said effect to the Bank and Registrar of Societies; - formation of an ad-hoc committee for transaction of business as per the requirement of EOWs; and - empowerment/ authorization of Ad-hoc Committee by the EOWs' members to provide all legal and logistic support to the President to take appropriate administrative/legal actions against Plaintiffs. The above-mentioned steps taken in the impugned Meeting were in total disregard to the Rules and Regulations of the Defendant No. 1 and the provisions of Societies Registration Act, 1860. There is no provision in the Rules and Regulations of Defendant No. 1 for constitution of Ad-hoc Committee. Further, even the Societies Registration Act, 1860 do not empower the Defendant No. 1 to constitute an Ad-hoc Committee superseding/suspending the governing body of Defendant No. 1. No permission/approval of any sort was deemed necessary by Defendants from the Registrar of Societies. The illegally constituted Ad-hoc Committee was constituted to provide all legal and logistic support to the President to take	25. That, it was wrongly recorded in the minutes of the meeting that no guarantee was taken in the name of the defendant no. 10 against money paid to M/s Khushi Properties and Developers Pvt. Ltd. The same was incorrect as an Indemnity Bond dated 21.12.2019 and 4 post-dated cheques (3 cheques totaling to Rs. 11,85,00,000/- and one cheque of Rs. 11,85,00,000/-) had been taken from M/s Khushi Properties and Developers Pvt. Ltd in order to secure the money of the defendant no. 10 in the event of failure of M/s Khushi Properties and Developers Pvt. Ltd to register the land by 25.03.2020.

actions against Plaintiffs.

It is pertinent to mention here that when the operational power of present governing body was suspended, then how the President i.e. Defendant No. 2, of Defendant No. 1 can continue to work and operate as President of Defendant No. 1. It clearly shows that the constitution of illegal Adhoc-committee is nothing but a well thought off and planned move by Defendant No. 2 to topple the Governing Body with the illegal support of members who are its supporters and always desired to run the Defendant No. 1 for their own benefits and vested interests. An alleged confession of the Plaintiff No. 2 was also purported to be recorded in the said minutes falsely stating that the money was released by him and he signed the cheques only in faith and on dictate of Mr. Vimal Kumar, Plaintiff No. 1 and no sanction and approval of Governing Body members were taken for the same. No such confession was ever made by the Plaintiff No. 2. As falsely recorded in the minutes of Annual General Body Meeting dated 18.01.2020, before release of every tranche of money, in fact approval of President i.e. Defendant No. 2 was always taken through e-mail or phone.

All these actions taken by the Defendant No. 2 with the support of its supporters has shown the mens rea, mala fide intention and illegal and unlawful objective of Defendant No. 2 to topple the Governing Body of Defendant No. 1. The false and baseless allegations of embezzlement/ misappropriation/ mismanagement of the money of Defendant No. 1 through fraudulent means in a systematic manner for

vested interest and personal pecuniary gains were levelled against the Plaintiffs and recorded in the minutes. All these false and baseless allegations are without any basis and proof and were levelled with only one objective to topple the Governing Body of Defendant No. 1. A copy of the Minutes of Annual General Body Meeting dated 18.01.2020 is filed herewith as <u>Annexure-XIV</u> with List of Documents.	
26. That, as soon as Plaintiff came to know about the said minutes of unconstitutional and illegal Annual General Body Meeting dated 18.01.2020, they immediately sent their letters protesting the contents of the minutes of Annual General Body Meeting dated 18.01.2020 and stated the true and correct facts. The said letters were sent to the Defendants by e-mail and speed post. Copies of the mails along with protest letter and dispatch proof of speed post are filed herewith as <u>Annexure-XV (Colly)</u> with list of documents.	26. That further, a Fact Finding Committee (FFC) was constituted in the Emergency General Body Meeting dated 21.12.2019. The constitution of such FFC is totally illegal and unauthorized as the Rules and Regulations of Defendant No. 10 never provided for constitution of any such committee at all and the same is also in contravention of the provisions of Societies Registration Act, 1860. The FFC was constituted in order to topple the Governing Body of the Defendant No. 10. The members of FFC are the supporters and are in collusion with Defendant No. 1 who have been named to help the defendant no. 1 in achieving his ill-motives and objectives of running and managing the Defendant No. 10 as per his own wishes. The members of the FFC are the members of Defendant No. 10 who are not independent and are the supporters of Defendant No. 1. This fact has already been informed by Plaintiff No. 1 to the Defendant No. 1 vide e-mail dated January 7, 2020. Copies of the minutes of Emergency General Body Meeting dated 21.12.2019 and e-mail dated January 7, 2020 have already been filed with the plaint, however, another copy of the same are being

	filed for ready reference.
27. The said illegal actions of the Defendants is in contravention of the Rules and Regulations of Defendant No. 1 and the provisions of Societies Registration Act, 1860 not only falsely accused the Plaintiffs but also harmed the image, reputation and goodwill of the Plaintiffs, who are respectable members of the Society and serving the Government of India in responsible and senior positions.	27. That the Defendant No. 1, in order to topple the Governing Body of defendant No. 10 and to achieve his ill-motives and objectives issued a notice dated 02.01.2020 convening the Annual General Body Meeting of the Defendant No. 10 on 18.01.2020. The said notice was wholly illegal and without authority as in terms of Rules and Regulations of Defendant No. 10 under the heading “Power and Duties of the Office Bearers” under sub-heading ‘Secretary’ at Clause 3 sub-clause (a), only Secretary of the defendant no. 10 has the power and duty to summon the meetings of the Governing Body and the General Body of the Defendant No. 10. The defendant no. 1 in order to by-pass the powers and duties of Plaintiff No. 1, as Secretary of Defendant No. 10, and in order to achieve his ill-motives and objectives convened the Annual General Body meeting knowing fully well that the Plaintiff No. 1 is not available on 18.01.2020 as he was travelling from 11th January 2020 to 19th January, 2020. The Plaintiff No. 1 informed the Defendant No. 1 about his travelling schedule however, the Defendant No. 1 in order to achieve his ill motive and objective convened the Annual General Body meeting on 18.01.2020. The Rules and Regulations of the defendant no. 10 under the heading “4. Additional Secretary” provides that in the absence of Secretary, Additional Secretary shall act as Secretary with all his powers as mentioned in Rules and Regulations of Defendant No. 10. However, the Defendant No. 1, in complete contravention of the Rules and Regulations of Defendant No. 10, convened the Annual

	<i>General Body Meeting.</i>
<i>28. That the said illegal acts of the Defendants are continuing and have not been withdrawn by the Defendants in spite of protests of the Plaintiffs.</i>	<i>28. That the convening of the Annual General Body Meeting on 18.01.2020 is illegal and unauthorized as the notice convening the meeting was not sent to all the members of Defendant No. 10 but purposely and in order to achieve the ill motive to topple the Governing Body, the defendant no. 1 sent the notice to only those members who were a part of the housing project of the defendant no. 10. The dispatch of said notice convening the meeting for selected group of members is completely illegal, unauthorized and invalid in the eyes of law and further is against the Rules and Regulations of the defendant no. 10. The meeting so convened by the Defendant No. 1 is completely illegal, invalid and the business transacted at the meeting is totally unauthorized and illegal. Even the prescribed quorum was not present in the meeting. Out of more than 189 members in total, only 49 members were present in the meeting. A copy of the notice dated 02.01.2020 convening the Annual General Body Meeting has already been filed with the plaint, however, another copy of the same is being filed for ready reference.</i>
<i>29. That in case the illegal actions of the Defendants, its alleged fact finding committee members, ad-hoc committee members and operation of the impugned decisions are not stayed, the Plaintiffs shall suffer irreparable loss and injury.</i>	<i>29. That the defendant no. 1, with the illegal support of other members of the defendant no. 10, present at the impugned Annual General Body Meeting, in order to achieve its ill motive and objectives agreed to:</i> <i>a. cease upon the financial transaction powers of the office bearers;</i> <i>b. intimation of the said effect to the Bank and Registrar of Societies;</i> <i>c. formation of an ad-hoc committee for transaction of business as per</i>

	the requirement of EOWs; and d. empowerment/ authorization of Ad-hoc Committee by the EOWS' members to provide all legal and logistic support to the President to take appropriate administrative/legal actions against Plaintiffs. The above-mentioned steps taken in the impugned Meeting were in total disregard to the Rules and Regulations of the Defendant No. 10 and the provisions of the Societies Registration Act, 1860. There is no provision in the Rules and Regulations of the defendant no. 10 for constitution of an Ad-hoc Committee. Further, even the Societies Registration Act, 1860 do not empower the Defendant No. 10 to constitute an Ad-hoc Committee superseding / suspending the governing body of the defendant no. 10, duly constituted in accordance with law. No permission / approval of any sort was deemed necessary by the defendants from the Registrar of Societies (Defendant no. 9 herein). The illegally constituted Ad-hoc Committee was formed to provide all legal and logistic support to the defendant no. 1 to take actions against the plaintiffs. It is pertinent to mention herein that when the operational power of the governing body, existing at that time, was suspended, then how the President i.e. the defendant No. 1, of the defendant No. 10, could continue to work and operate as President of the defendant No. 10. It clearly shows that the constitution of illegal Adhoc-committee is nothing but a well thought off and planned move by the defendant no. 1 to topple the Governing Body with the illegal support of members who are his supporter and always desired to run
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	the Defendant No. 10 for their own benefit and vested interest. An alleged confession of the plaintiff no. 2 was purportedly recorded in the said minutes falsely stating that the money was released by the plaintiff no. 1 and the plaintiff no. 2 signed the cheques only in faith and on dictate of the Plaintiff No. 1 and no sanction and approval of the Governing Body members were taken for the same, no such confession was ever made by the Plaintiff No. 2 and the plaintiff no. 2, immediately upon the receipt of the minutes of the said General Body Meeting dated 18.01.2020, vide email dated 26.01.2020, duly raised/recorded his objection to the incorrect/wrong facts recorded in the minutes of the General Body Meeting dated 18.01.2020. As falsely recorded in the minutes of the Annual General Body Meeting dated 18.01.2020, before release of every tranche of money, in fact, approval of the President, i.e., the defendant no. 1 was always taken. All these actions taken by the Defendant No. 1 with the support of its supporters has shown the mens rea, mala fide intention and illegal and unlawful objective of the Defendant No. 1 to topple the Governing Body of the Defendant No. 10. The false and baseless allegations of embezzlement / misappropriation / mismanagement of the money of the Defendant No. 10 through fraudulent means in a systematic manner for vested interest and personal pecuniary gains were levelled against the Plaintiffs and recorded in the minutes. All these false and baseless allegations are without any basis and proof and were levelled with only one objective to topple the
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	Governing Body of Defendant No. 10. A copy of the Minutes of Annual General Body Meeting dated 18.01.2020 has already been filed with the plaint, however, another copy of the same is being filed for ready reference.
30. That the Plaintiffs have a good prima facie case in their favour and balance of convenience is in favour of the plaintiffs.	30. That, as soon as the plaintiffs came to know about the said minutes of the unconstitutional and illegal Annual General Body Meeting dated 18.01.2020, the plaintiffs immediately sent their letters thereby lodging their protest to the contents of the minutes of Annual General Body Meeting dated 18.01.2020 and stating true and correct facts. The said letters were sent to the defendant no. 1 by e-mail and speed post. Copies of the said mails along-with protest letter and dispatch proof of speed post have already been filed with the plaint, however, another copy of the same is being filed for ready reference.
31. That the minutes of the Emergency General Body Meeting dated 21.12.2019 and Annual General Body Meeting dated 18.01.2020 are also liable to be cancelled, and withdrawn, and defendants are liable to be restrained from taking any further action thereon. That the Defendants are liable to forthwith withdraw all the actions and steps taken by them pursuant to the minutes of the Emergency General Body Meeting dated 21.12.2019 and Annual General Body Meeting dated 18.01.2020 and are liable to be restrained from taking any further actions pursuant to the minutes of the said meetings.	31. That the said illegal actions of the defendants are in contravention of the Rules and Regulations of the defendant no. 10 and the provisions of the Societies Registration Act, 1860. The said actions of the defendants not only falsely accused the Plaintiffs but also harmed the image, reputation and goodwill of the plaintiffs, who are respectable members of the Society and serving the Government of India in responsible and senior positions.
32. That the value of the suit for purposes of court fee and jurisdiction is as under:	32. That the said illegal acts of the defendants are continuing and have not been withdrawn by the

<u>For the relief of Declaration</u> For the purposes of jurisdiction.....Rs. 4,00,000/- For the purposes of Court Fee.....Rs. 200/- Court fee paid.....Rs. 20/- <u>For Relief of Permanent Injunction</u> For purposes of court fee and jurisdiction Rs 130/- on which the requisite court fee of Rs. 13/- is paid. <u>For relief of Mandatory Injunction</u> For Court Fee and jurisdiction suit is valued at Rs 130/- on which requisite court fee of Rs. 13/- is paid. Thus total court fee paid Rs. 46/-	defendants in spite of protests by the plaintiffs.
33. That the cause of action first arose to the plaintiffs on 21.12.2019, when the meeting was held in spite of not having requisite quorum, further on 02.01.2020 when the illegal notice convening the Annual General Body Meeting dated 18.01.2020 was sent. Cause of action further arose to the plaintiffs when the Defendants held the illegal meeting on 18.01.2020 as the requisite quorum was not present, and incorrect and false minutes of Annual General Body Meeting was issued. Cause of action again arose, when plaintiffs sent their protest letters dated 26.01.2020 to Defendant and Defendant failed to comply with the same. Cause of action still continues as the defendants have not withdrawn their threats and the illegal actions.	33. That, in furtherance of the nefarious designs, the defendant nos. 2 and 3, who were a part of the ad-hoc committee, on 18.07.2020, sent an e-mail only to some members of the Housing Project of the defendant no. 10 and not to all the members of the defendant no. 10 (i.e., a total of 189 Members) seeking their consent and/or suggestions for conducting the election of the Governing Body of the defendant no. 10 thereby requesting the members of the Housing Project of the defendant no. 10 to revert latest by 5 p.m. on 21.07.2020. Thereafter, a Corrigendum, vide e-mail dated 19.07.2020, to the said e-mail dated 18.07.2020, was sent by the said members of the ad-hoc committee to the members of the Housing Project of the defendant no. 10 thereby conveying that as per the legal advice received by the ad-hoc committee, ratification of at least 2/3 general members of the society would be required for issuance of letter of appointment of the Returning Officer. Copies of said the e-mails dated 18.07.2020 and

	corrigendum dated 19.07.2020, sent by the ad-hoc committee, are being filed with the present plaint.
34. That the cause of action has arisen at Delhi. The Defendant No. 1 has its registered office in Delhi within the territorial jurisdiction of this Hon'ble Court. This Hon'ble Court therefore has the jurisdiction to try the suit.	34. That, however, out of a total of 189 members, only 92 members gave their consent for conducting the election of the defendant no. 10, the said number is even less than 50% of the total number of members of the defendant no. 10.
	35. That pursuant to the receipt of the e-mails dated 18.07.2020 and 19.07.2020, the plaintiffs, vide e-mail dated 21.07.2020, gave their negative consent and also gave suggestions for not holding the elections of the Governing Body of the defendant no. 10. Copy of the said e-mail dated 21.07.2020 sent by the plaintiffs are being filed with the present plaint.
	36. That thereafter the defendant no. 1 as also the defendant nos. 2 and 3, being part of the ad-hoc committee, circulated a proposal for conducting the elections of the governing body of the defendant no. 10, vide circular bearing no. EOWS/Circular/2020/21 dated 26.07.2020, the said circular is void ab-initio and contrary to the Memorandum and Rules and Regulations of the defendant no. 10. Copy of the said Circular bearing no. EOWS/Circular/2020/21 dated 26.07.2020 is being filed with the present plaint.
	37. That thereafter a few members of the governing body responded to the said email/circular bearing no. EOWS/Circular/2020/21 dated 26.07.2020 and copy of the said few correspondences are being filed with the present plaint.
	38. That thereafter the defendant no. 1 circulated another note for conducting elections of the

	governing body of the defendant no. 10 vide circular bearing no. EOWS/Circular/2020/24 dated 07.08.2020 and copy of the said circular bearing no. EOWS/Circular/2020/24 dated 07.08.2020 is being filed with the present plaint.
	39. That thereafter the defendant no. 1, without any authority, issued a letter bearing no. EOWS/Circular/2020... dated08.2020, received by the plaintiff no. 1, and a letter bearing no. EOWS/Circular/2020/25 dated 08.08.2020, received by the plaintiff no. 2, thereby appointing the defendant no. 4 as the Returning Officer is without any basis and as such goes to the root of the matter. Copy of the said letters bearing no. EOWS/Circular/2020/....dated.....08.2020 and EOWS/Circular/2020/25 dated 08.08.2020 are being filed with the present plaint.
	40. That thereafter the defendant no. 4, vide e-mail dated 13.08.2020, informed the defendant no. 1 as also the defendant nos. 2 and 3, being part of the ad-hoc committee, regarding his consent to conduct the election of the governing body of the defendant no. 10, further, the said defendant no. 4 also published the voter's list of the defendant no. 10, as on 15.07.2020, the said voter list is void ab-initio as it contains the names of only 122 members and not 189 members, all of whom are members of the defendant no. 10. Copy of the said e-mail dated 13.08.2020 alongwith the voter's list are being filed with the present plaint.
	41. That, at this stage, it would be very relevant to mention herein that the defendant no. 4 assumed the

	charge of the Returning Officer for conducting the elections of the defendant no. 10, however, strangely, and contrary to all settled legal propositions, the defendant no. 1, vide notice bearing no. EOWS/Circular/2020/27 dated 13.08.2020, addressed to all the members of the defendant no. 10, though not sent, issued the notice of election of the governing body of the defendant no. 10. Copy of the said notice of election bearing no. EOWS/Circular/2020/27 dated 13.08.2020 alongwith detailed schedule of the activities, issued by the defendant no. 1, related to the elections of the defendant no. 10, are being filed with the present plaint.
	42. That thereafter the defendant no. 4 supposedly conducted the elections of the defendant no. 10 and pursuant thereto the defendant nos. 5, 6 and 7 are portraying themselves to be the President, Secretary and Treasurer, respectively, of the defendant no. 10. Copy of a few documents whereby the defendant nos. 5, 6 and 7 are portraying themselves to be the President, Secretary and Treasurer of the defendant no. 10 are being filed with the present plaint.
	43. That it would be pertinent to mention herein that the defendant no. 4, till date, has not declared the results of the alleged election and as such the charge assumed by the defendant nos. 5, 6 and 7 in the capacity of the President, Secretary and Treasurer respectively of the defendant no. 10 is, even otherwise, without any basis, moreover, the defendant no. 6 is not even a member of the defendant no. 10 and as such could not be a member of the governing body of the defendant

	no. 10, much less, the Secretary of the defendant no. 10.
	44. That the defendant nos. 1 to 7, right from the very beginning, i.e., the alleged general body meeting, the fact finding committee, the ad-hoc committee, the appointment of the Returning Officer and consequent elections, have been acting contrary to the Rules and Regulations of the defendant No. 10 and the provisions of the Societies Registration Act, 1860.
	45. That further, the defendant no. 8, despite being duly communicated regarding the illegalities committed by the defendant nos. 1 to 7, has chosen to permit the said defendants to operate the bank account of the defendant no. 10 and this amounts to grave dereliction of duty on the part of the defendant no. 8. Copy of the communication addressed to the defendant no. 8 is being filed with the present plaint.
	46. That the plaintiffs by way of the present suit is seeking a declaration to the effect that the minutes of the Emergency General Body Meeting dated 21.12.2019, the Annual General Body Meeting dated 18.01.2020, the constitution of the ad-hoc committee comprising of five members, including the defendant nos. 2 and 3, the appointment of the defendant no. 4 as a Returning Officer to conduct the elections of the defendant no. 10 and the entire election process of the defendant no. 10 vide which a new governing body has allegedly taken charge and the defendant nos. 5 to 7 are acting in the capacity of the President, Secretary and Treasurer, respectively, of the defendant no. 10 be declared as null and void, further, the plaintiffs are also seeking an

	injunction thereby restraining the new governing body, including the defendant nos. 5 to 7 acting as the President, Secretary and Treasurer, respectively, of the defendant no. 10, in any manner, acting as the elected governing body of the defendant no. 10.
	47. That in case the illegal actions of the defendants are not set-aside, the plaintiffs shall suffer irreparable loss and injury.
	48. That the plaintiffs have a good prima facie case in their favour and balance of convenience is in favour of the plaintiffs.
	49. That the value of the suit for purposes of court fee and jurisdiction is as under:- <u>For the relief of Declaration</u> For purposes of jurisdictionRs. 5,00,000/- For purposes of Court FeeRs. 200/- Court fee paidRs. 20/- <u>For Relief of Permanent Injunction</u> For purposes of court fee and jurisdiction Rs. 130/- on which the requisite court fee of Rs. 13/- is paid. <u>For relief of Mandatory Injunction</u> For Court Fee and jurisdiction suit is valued at Rs. 130/- on which requisite court fee of Rs. 13/- is paid. Thus the total court fee paid isRs. 46/-
	50. That the cause of action first arose in favour of the plaintiffs on 21.12.2019, when the meeting was held in spite of not having requisite quorum, further on 02.01.2020 when the notice convening the Annual General Body Meeting dated 18.01.2020 was sent. Cause of action further arose in favour of the plaintiffs when the defendants held

	the illegal meeting on 18.01.2020 despite the requisite quorum not being present and incorrect and false minutes of Annual General Body Meeting was issued. Cause of action again arose when the plaintiffs sent their protest letters dated 26.01.2020 to the defendants and the defendants failed to comply with the same. The cause of action again arose when the defendant no. 1, on 18.07.2020, sent an e-mail to the members of housing project of the defendant no. 10 seeking their consent and/or suggestions for conducting the election of the governing body of the defendant no. 10. The cause of action again arose when pursuant to the receipt of the e-mails dated 18.07.2020 and 19.07.2020, the plaintiffs, vide e-mail dated 21.07.2020, gave their negative consent and also gave suggestions for not holding the elections of the Governing Body of the defendant no. 10. The cause of action again arose when the defendant no. 1 as also the defendant nos. 2 and 3, being part of the ad-hoc committee, circulated a proposal for conducting the elections of the governing body of the defendant no. 10, vide circular bearing no. EOWS/Circular/2020/21 dated 26.07.2020. The cause of action again arose when a few members of the governing body responded to the said email/circular bearing no. EOWS/Circular/2020/21 dated 26.07.2020. The cause of action again arose when the defendant no. 1 circulated another note for conducting elections of the governing body of the defendant no. 10 vide circular bearing no. EOWS/Circular/2020/24 dated 07.08.2020. The cause of action again arose when the defendant no.
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	1, without any authority, issued a letter bearing no. EOWS/Circular/2020/ dated08.2020, received by the plaintiff no. 1, and a letter bearing no. EOWS/Circular/2020/25 dated 08.08.2020, received by the plaintiff no. 2, thereby appointing the defendant no. 4 as the Returning Officer. The cause of action again arose when the defendant no. 4, vide e-mail dated 13.08.2020, informed the defendant no. 1 as also the defendant nos. 2 and 3, being part of the ad-hoc committee, regarding his consent to conduct the election of the governing body of the defendant no. 10. The cause of action again arose when the defendant no. 1, vide notice bearing no. EOWS/Circular/2020/27 dated 13.08.2020, addressed to all the members of the defendant no. 10, though not sent, issued the notice of election of the governing body of the defendant no. 10. The cause of action again arose when the defendant no. 4 chose not to declare the elections of the defendant no. 10, however, despite non-declaration of the results of the defendant no. 10, the defendant nos. 5, 6 and 7 are portraying themselves to be the President, Secretary and Treasurer, respectively, of the defendant no. 10. The cause of action still continues and would continue till the time all the illegal actions of the defendants, as enumerated herein above, are declared as null and void and the defendants are permanently and mandatorily injuncted from, in any manner, dealing with the affairs of the defendant no. 10.
	51. That the entire cause of action has arisen within the jurisdiction of this Hon'ble court and as such this Hon'ble Court has the territorial

	<i>jurisdiction to try the present suit, further, this Hon'ble Court has the pecuniary jurisdiction to try the present suit.</i>
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3. A perusal of the aforesaid original plaint in juxtaposition with the amended plaint would show that the Plaintiff proposes to completely change the cause of action of the present suit due to the subsequent developments. Several new Defendants have been sought to be impleaded. The original suit sought a decree of declaration for declaring the minutes of the Emergency General Body Meeting dated 21.12.2019 and the Annual General Body Meeting dated 18.01.2020 as void and illegal whereas the amended plaint challenges the subsequent elections as void and illegal and also seeks a permanent injunction against the freshly impleaded Defendants. The said course of action is contrary to the principles of law governing the law of the amendment of the plaint. A complete change in the cause of action and the amendment of each and every para of the plaint is not comprehensible under Order VI R 17 of CPC. Rather, by allowing such amendment, the Court would allow the Plaintiff to substitute the plaint and give rise to an entirely new suit which did not exist before.

4. Consequently, the application under Order VI R 17 of CPC is dismissed. Application is disposed off accordingly.

**Announced in the open court
on this 04.04.2024**

**(DIVYANG THAKUR)
ADJ-03/ SOUTH-WEST
DWARKA/NEW DELHI**