<u>In the Court of Judge, Co-operative Court Thane at Thane</u>
(Presided over by Smt. B. P. Jadhav, Judge)

Dispute No. CCT 123/2026
CNR No. MHCO04-000136-2026

Mr. Kishor Ashok Patkar — Disputant

V/S

Shanti Sagar CHS Ltd. — Opponent

<u>Order below application Exh. 5</u>
(Declared on 04/07/2026)

1. The disputant has filed this dispute for injunction and orders against the opponent on the basis of several allegations and averments made in the dispute and prayed as per prayer clause 42(a) to (j).

Along with the dispute the disputant has also filed an interim application at Exh. 5 praying therein that :-

(a) Pending the hearing and final disposal of this dispute the opponent society be restrained from conducting any meeting for selection of developer or much less the proposed SGBM to be held by virtue of order dated 22/05/2026 passed by Deputy Registrar Co-operative Societies CIDCO under section 79A of MCS Act read with the society's notice dated 02/06/2026 and further be pleased to restrain the opponent society from passing any resolutions regarding appointment of the developer for redevelopment without following due process of law.

(b) Pending hearing and disposal of this dispute the consideration and decisions/ resolutions on bids/quotes / offers received by virtue of disputed tender notice dated 20/04/2025 and 21/04/2025 published in Indian Express, Loksatta, Newsband respectively and pursuant shortlisting of developer by the opponent society may be stayed

(c) Pending hearing and final disposal of this dispute the opponent society be restrained from conducting any meeting for appointment of developer, considering any bids, finalizing any developer, executing any redevelopment arrangement, or creating any third party rights in respect of the proposed redevelopment project of the opponent society.

2. It is the case of the disputant that he is a member of the opponent society in respect of flat No. JN4/3/13 in the building of the society along with Mr. Tanish Kishor Patkar and Mr. Ishan Kishor Patkar.

3. It is contended that the building of the opponent society consists of 8 RCC structures, each building comprising of ground plus 3 floors, total 128 units/flats. As per the record of the opponent society although there are 128 units but there are only 96 valid members. The buildings of opponent society were constructed approximately 40 years ago by the CIDCO and as a result, their structures have become old and outlived and due for the redevelopment.

4. It is contended that since the society's buildings are in a dilapidated condition, the opponent society, in its special general body meeting held on 16/04/2022 unanimously resolved and decided to carry out self-redevelopment of the buildings of the opponent society and in pursuance thereof it was decided to initiate further process of self redevelopment instead of repairing of buildings. It was also resolved that, the fund for the self redevelopment would be raised by the members through the society and all the benefits accrued on self-redevelopment shall be shared/enjoyed by the members.

5. It is contended that in furtherance of above resolution for self-redevelopment, the opponent society in its special general body meeting dated 28/05/2023, unilaterally and high handedly and without offering the fair opportunity to the members to select their PMC from the tenders purportedly invited/received by the society, abruptly and without any authority or knowledge of general body surreptitiously appointed technical expert team to evaluate the tenders of the aspiring PMC, who in turn clandestinely shortlisted the project management consultant i.e. Triarch Design Studio among them and further the member of the technical expert team recommended managing committee to appoint the said PMC viz: M/s Triarch Design Studio as its PMC to implement the self-redevelopment project. Although the minutes of the said meeting makes reference of evaluation of PMC bids but in reality neither the sealed bids/quotes were placed before the special general body meeting for its consideration nor was the appropriate mode known to law adopted to invite the free and fair bids from the public. So also no comparative analysis chart of so called PMCs bids were put forth before the member for analysis. Some of the members namely Mr. Shailesh Karangutkar and Mr. Kadam raised their voice against said appointment of PMC as they were taken to surprise and they had no fair opportunity to select their PMC in a transparent manner. But their voice was suppressed by the managing committee and its few followers.

6. It is contended that the said special general body meeting dated 28/05/2023 the managing committee unilaterally and illegally appointed M/s Triarch Design Studio as their PMC. The said decision to appoint PMC is neither proposed by any member nor seconded by other member as requisite by the approved bye-laws. It is contended that the managing committee alone have no right and authority to appoint the PMC without following the due process of bye-laws. Moreover as requisite by the bye-law No. 108, no draft minutes of the said special general body meeting were shared with the members for its consideration and approval. Without following the due process of sharing draft minutes and inviting objections and suggestion of the members, the managing committee circulated the final minutes of meeting on 08/06/2023 i.e. within 10 days of said SGBM dated 28/05/2023. The decisions and resolutions of appointing PMC passed in the said SGBM is illegal and bad in law for want of transparency and following the due process of law.

7. It is contended that the resolution of self-redevelopment which was initially passed in SGBM dated 16/04/2022, was duly confirmed and reiterated by the opponent society in its every meetings held thereafter, till the SGBM dated 02/02/2025, without any dispute and demur and in the interest of the members of the society unanimously. However the only small correction in correspondence to earlier resolution of self-redevelopment was made in SGBM dated 02/02/2025 was to the extent that, the self-redevelopment will be done through the contractor, rest of the decisions/ resolutions were intact.

8. It is contended that no sooner the above resolution was reiterated and confirmed, the managing committee of the opponent society without any discussion or approval of the general body on 02/04/2025 obtained the legal opinion on 02/04/2025 from one

Bharat Legal-Tech law firm in context of feasibility of contractor based society self-redevelopment. The said law firm suggested to go for builder based redevelopment instead of self-redevelopment through contractor.

9. It is contended that referring and relying upon the said legal opinion, the said PMC M/s Triarch Design Studio immediately on next day to legal opinion i.e. on 03/04/2025 hurriedly issued letter to the society, thereby taking big U turn in their commitments towards self-redevelopment and strongly suggested the opponent society to adopt the builder based redevelopment in lieu of self-redevelopment.

10. It is contended that the managing committee of the opponent society was desperately expecting such favourable responses from the said law firm. The office bearers of the opponent society in furtherance of their common intention forthwith convene the managing committee meeting on 14/04/2025 in order to discuss on the issue of legal opinion and suggestions by said PMC. The ten members of the managing committee claims to have attended the said meeting. In that they illegally and dishonestly modified/ overturned / revoked the long standing resolution of self-development passed in special general body meeting dated 16/04/2022 into redevelopment, by using tricky phrases to suit their future ill intentions. It is contended that the minutes of meeting of the said managing committee are manipulated as it lacks the details of the members attended and who is proposer and seconder of the the said modification resolution. By virtue of bye-law No. 136 the said minutes were required to be placed before the next meeting of the committee for its confirmation but the managing committee high-handedly finalized the said minutes without confirmation, in pursuance thereof the opponent acted arbitrarily upon by publishing the tender notice dated 21/04/2025 in contravention of resolution passed in special general body meeting dated 16/04/2022 and special general body meeting dated 02/02/2025 for self-development. The tender notice published in pursuance of illegal minutes of managing committee meeting dated 14/04/2025 is also illegal and null and void and without authority of general body.

11. It is contended that immediately after the unilateral modification of said resolution the managing committee of the opponent society in collusion with the PMC revised the actual tender notice from self-redevelopment to redevelopment, thereby inviting the developers/builders to give their bids for redevelopment of society. It is contended that the members were deliberately not made aware of such changes and modifications done by the managing committee in their meeting dated 14/04/2025 and hastily they published the revised tender notice in newspapers on 21/04/2025, whereas, they were obliged and duty bound to inform the members about the purported legal opinion and the drastic decisions taken thereto in the managing committee meeting. But for the reason best known to them, these vital aspects were concealed and suppressed from the members.

12. It is contended that the tender notice published in newspaper is apparently illegal and bad in law, in as much as the PMC was obliged to invite the bids in a sealed envelope to maintain the transparency and integrity. The deliberate act and willful omission of the PMC is also suspicious and untrustworthy, as they (PMC in collusion) have unauthorizedly and illegally collected the non-refundable tender payment of Rs. 59,000/- each from the 8 prospective developers i.e. total amount of Rs. 4,72,000/- to its credit by demanding payment of tender through DD/ Pay order /NEFT / RTGS/ IMPS. The said tendering payment was required to be credited to the bank account or to the credit of the society rather than the PMC. As a normal tendering practice, such tender payments are collected in the form of earnest money deposit (EMD) from the bidders as an evidence of bidder's intention to go forward with the bidding process seriously and the said EMD is refundable to the unsuccessful bidders if the respective bidder is unable to meet the contractual specification, but in the present case, the tender notice speaks about non-refundable basis. Therefore there is strong reason to believe that, the tender process is manipulated and hence the disputant has reason to believe and apprehend that, the PMC in collusion with managing committee of the opponent society must have misappropriated the said tender payment.

13. It is contended that on perusing the copy of Civil Writ Petition No. 5211/2026 filed by the opponent society before the Hon'ble High Court, the disputant first time learnt that, vide purported notice dated 29/04/2025, the managing committee of opponent society informed the members to remain present on 06/05/2025 for the opening of the redevelopment bids. The opponent society in the said Writ Petition claims to have opened the sealed tenders in presence of approx. 30 members along with the PMC and representatives of bidders but surprisingly the said bid opening process or the meeting is not minutised and there is no record maintained in respect of the said process by drawing the minutes and obtaining the signatures of the members representatives present etc.

14. It is contended that the disputant is disputing the tender opening process since the minutes of the meeting dated 06/05/2025 has not been uploaded on society website on internet on the address at shantinagar.redevsoc.in. The surprising act of the managing committee in calling for the meeting dated 06/05/2025 vide notice dated 29/04/2025 before receipt of the actual tenders and assuming that all purported tenders will be received on 06/05/2025. Even after a purportedly publishing in the alleged tender notice that the Prospective Builders were to submit their tenders between 28/04/2025 to 06/05/2025 and then not publishing the minutes of the meeting on the website, itself negate the act of fair process of redevelopment and fair tendering process by the managing committee. Moreover the managing committee has uploaded on 07/04/2025 draft tendering document for self-redevelopment inviting suggestions from members which itself is self-contradictory since the last date of submission of tender is mentioned as 02/05/2026 instead of 06/05/2025 as mentioned in the tender notice. The managing committee has not published draft tendering document for redevelopment by builder and actual tender document has not been published on the society website. The act of the managing committee of conducting meeting dated 14/04/2025 and rephrasing the term self as redevelopment after uploading the draft tender document and later on not uploading any draft tender document shows that suggestions of the members on changes in draft tender document for redevelopment were never invited.

15. It is contended that vide letter dated 16/05/2025 the PMC informed the opponent society that, in pursuance to above public notice/ tender notice, they have received the five tender documents from the various developers named therein out of the total 8 bidders. The opponent society was obliged to open the tenders/ bids in the presence of all members as per the guidelines of the Government Directives dated 04/07/2019 for redevelopment and there was no need to hurriedly open the tenders on 06/05/2025 without offering sufficient time and valid notice to the members to attend the process. The PMC have no right and authority to invite the unsealed bids and/or have no authority to open the bids without permission of general body of the society. There is significant and apparent discrepancies and inconsistencies in the published tender notice and its suspicious opening and evaluation letter dated 16/05/2025 issued by the said PMC.

16. It is contended that some of the members namely Mr. Rawal and 8 others on learning about the illegal modification of resolution in managing committee meeting dated 14/04/2025, filed the complaint dated 05/05/2025 to the Deputy Registrar Co-operative Societies (CIDCO) against the managing committee. The said authority took notice of the said complaint and issued the show cause notice dated 22/05/2025 to the society. The said authority also stayed the redevelopment process vide letter/order dated 22/05/2025.

17. It is contended that on receipt of show cause notice from the Deputy Registrar, Co-operative Societies the managing committee of the opponent society convened its managing committee meeting on 31/07/2025 and in the said meeting they admitted their wrongs and reinstated the earlier resolution of self-development passed in the SGBM and managing committee themselves further resolved to strictly adhere with the guidelines of the Government Directives dated 04/07/2019 for redevelopment of society. Immediately after rectifying the above misdeeds, the managing committee responded to the show cause notice and thereby apprised the Deputy Registrar, Co-operative societies CIDCO that they have corrected the mistake and agreed to place the redevelopment issue before the SGBM by following the Government guidelines. On the basis of the resolution dated 31/07/2025 and undertaking by the managing committee to follow the GR dated 04/07/2019, the Deputy Registrar Co-operative Societies CIDCO vide order dated 07/08/2025 then set aside the stay imposed vide order dated 22/05/2025. The managing committee is also in violation of the order dated 07/08/2025 passed by the Deputy Registrar Co-operative Societies CIDCO in as much as even after undertaking to follow the GR dated 04/07/2019 they have not done so in any manner.

18. It is contended that on 28/09/2025 the opponent society convened the annual general body meeting of the society and in the said AGM, the managing committee further played the mischief of infusing the issue of redevelopment in the agenda along with the other vital issues of AGM. As per the GR dated 04/07/2019 the redevelopment issue cannot be discussed and decided in AGM and it has to be addressed separately and independently being the very crucial issue in the interest of members. The said redevelopment issue cannot be mixed or blended with the other routine issues or else it will loose its gravity and also in order to avoid the hasty decisions and frauds/ mismanagements the redevelopment related meeting are dealt under special general body meetings and not under annual general body meetings. Inspite of strong opposition from some of the members for discussing the redevelopment issue in AGM, the managing committee arbitrarily passed the resolution to redevelop the society building through builder based model instead of self-development. The impugn resolution to go for the redevelopment through builder based model lacks the proposer and seconder. None of the member proposed and/or seconded the said resolution. The managing committee atrociously fastened their wishes on members as per their whims and fancies. No draft minutes of said AGM were circulated to the members for their consideration by virtue of bye-law NO. 108. The agenda of the meeting looked to ratify the decision of the managing committee issuing tenders for redevelopment instead of self-redevelopment on act which was already declared illegal.

19. It is contended that the disputant came to know from the Writ Petition filed before the Hon'ble High Court that letter dated 01/10/2025 was issued to M/s Gami Group and email dated 02/10/2025 was sent to M/s Kamdhenu Life Spaces to resubmit the EMD of Rs. 1.50 Crores and ultimately by letter dated 15/10/2025 Kamdhenu Life Spaces whom the managing committee is vehemently supporting for reasons best known to them submitted the EMD. However this fact would more or less affirm the fact when the alleged tenders were allegedly opened on 06/05/2025 after issuing alleged notice dated 29/04/2025 to members either the tenders received was not accompanying the EMD or the EMD was not deposited. Clause 8.4 of the draft tender document specifically states that any bid not accompanied by EMD shall be rejected by the society as non respond. The hurried manner in which the alleged tender opening process was done without the EMD would show the favouritism which the managing committee was showing to Kamdhenu Developers. The letter issued to M/s Gami Group is nothing but eye wash to cover up the mis-deeds of the managing committee. A lame excuse is being given that since there was stay vide order dated 22/05/2025 passed by the Deputy Registrar's office the EMD Dds were not deposited. The fact that alleged tenders received were allegedly opened on 06/05/2026 again totally negates this contention of the managing committee.

20. It is contended that on 14/01/2026 almost 46 members of the opponent society vide letter strongly opposed to the selection of M/s Kamdhenu builder and requested the opponent society to not to make any hasty decisions and to convene the SGBM to discuss and decide the redevelopment issue as they were dis-satisfied with the process.

21. It is contended that the managing committee of opponent society instead of responding grievances of the members, hurriedly convened the special general body meeting dated 01/02/2026 to discuss the redevelopment process under the pretext of discussion on status of redevelopment process, the managing committee indirectly proposed and suggested the name of Kamdhenu builder as the only option and finally passed the conclusion that "now the society will proceed with negotiation and convene the meeting under section 79A of MCS Act for finalizing the builder". The so called conclusion was neither proposed by any member nor seconded by other members. As usual the draft minutes of the said meeting were not circulated as per bye-laws No. 108 and the final minutes of said special general body meeting was fasten on gullible members on 07/02/2026. Thus the said resolution passed in the said special general body meeting dated 01/02/2026 are illegal and null and void. No fair opportunities were extended to members to consider the minutes.

22. It is contended that before the circulation of final meeting of the special general body meeting dated 01/02/2026, the managing committee further exceeded their limits and abused their power by swiftly circulating the notice dated 06/02/2026 for convening the meeting under section 79A of MCS Act on 22/02/2026 for appointment of developer in presence of authorized officer of the Deputy Registrar Co-operative Societies CIDCO. Before the minutes of special general body meeting dated 01/02/2026 were finalized and circulated the notice for meeting under section 79A of MCS Act 1960 was published for the information of members. The said notice is illegal and detrimental to the interest of the members and society.

23. It is contended that the hurriedly conduct of the committee members of the opponent society would show that they are in gross violation of the guidelines issued dated 04/07/2019 and the bye-laws and are acting high-handedly with the sole intention of bringing the builder of their choice instead of the builder who would be beneficial to save the interests of each of every member of the society.

24. It is contended that the managing committee of opponent society has not followed the due process of law before calling for the special general body meeting on 22/02/2026. The managing committee of the opponent society has called for the said meeting without following the mandatory requirement of appointing a project management consultant for the purpose of redevelopment of the society. However some of the members viz. Mr. Shailesh Karangutkar and 12 others filed complaint with the office of Deputy Registrar, Co-operative Societies CIDCO against the managing committee of opponent society inter alia pointing out the various discrepancies and willful omissions in the redevelopment process. The Deputy Registrar Co-operative Societies took cognizance of the said complaint dated 12/02/2026 and recalled the appointment of its authorized officer under section 79A of MCS Act 1960 for the proposed special general body meeting dated 22/02/2026 on the ground that the managing committee of the opponent society has merely selected/shortlisted only one builder and therefore the statutory requirement of GR dated 04/07/2019 was not fulfilled, vide its order dated 20/02/2026.

25. It is contended that being aggrieved by the said order of Deputy Registrar Co-operative Societies CIDCO the opponent society filed the Civil Writ Petition No. 5211 of 2026 before the Hon'ble High Court Bombay without impleading the disputant and/or other complainants members as a party to the said petition. However the present disputant voluntarily intervened in the said matter and represented the above case. The Hon'ble High Court heard the petition at length and decided the same, only on the point of jurisdiction and powers of the Deputy Registrar Co-operative Societies CIDCO in the light of section 79A of the MCS Act 1960 to adjudicate the disputed issues involved in redevelopment and leaving rest of the disputed issues open for the decision by the competent forum on its own merits.

26. It is contended that the managing committee then in connivance with the builder got a letter dated 04/05/2026 wherein the builder requested for consideration of redevelopment under 4.0 FSI (URS) framework. Before issuing reply to the alleged letter dated 04/05/2026 the special general body meeting was ought to have been called to discuss the pros and cons of shifting to 4.0 FSI (URS) framework but the managing committee without consulting with the general body abruptly issued alleged letter dated 09/05/2026 to the builder informing that in the special general meeting held in September 2025 the members vehemently rejected the redevelopment proposal under clause 14.8 of UDCPR and directed the managing committee to continue with the redevelopment model under clause 10.10.2 of the UDCPR.

27. It is contended that while Regulation 10.10.2 provides a dedicated framework for redevelopment of CIDCO-constructed buildings, its development potential is comparatively constrained due to limitations on FSI and mandatory sharing of development rights with CIDCO. In contrast, redevelopment under the Urban Renewal Scheme under Regulation 14.8 offers a holistic, financially viable and resident-centric approach by combining enhanced development potential with superior urban planning outcomes. The ability to provide wider roads, larger open and green spaces, enhanced social amenities and integrated infrastructure without compromising the existing location of rehabilitation buildings makes URS a significantly more advantageous option for societies eligible for cluster redevelopment.

28. It is contended that all these benefits ought to have been placed before the members and discussed and then appropriate decision should have been taken to go for redevelopment by builder under clause 10.10.2 by following due process, self-redevelopment or redevelopment by builder under clause 14.8 by following due process but the managing committee members are so adamant in getting the builder appointed that they are ignoring all those benefits to be placed among the members and proceeding to commit illegal acts.

29. It is contended that on 02/06/2026 on reciept of the caveat notice from the opponent society, it is learnt that the opponent society have got appointed the authorized officer from the Deputy Registrar Co-operative Societies CIDCO to oversee the proposed special general body meeting for the appointment of developer by virtue of order dated 22/05/2026 issued under section 79A of MCS Act 1960 and in anticipation of passing of any ad-interim order in proposed dispute/litigation the opponent society had filed the caveat on 01/06/2026.

30. It is contended that the managing committee is conducting illegal acts of appointment of builder and developer for development of society without following the due process of law and in that case this disputant and all members of the opponent society will required to suffer irreparable loss which cannot be compensated in terms of money. The managing committee seems to be adamant in getting appointed a builder of their choice for their personal benefits instead of benefit of each and every member of the society. The disputant and other members are most likely to be deprived of benefits of redevelopment i.e. they may not get the deserved flat area or the deserved compensation from the developer which the managing committee is seeking to get appointed as per their whims.

31. It is contended that the disputant has left with no other alternative but to approach this Court.

32. It is contended that in annual general body meeting dated 28/09/2025, the opponent society hurriedly and arbitrarily modified its earlier important resolution of self-redevelopment to builder based redevelopment but till the date there is no feasibility report on builder based redevelopment produced before the general body meeting for its consideration and approval to understand the pros and cons of both redevelopment process.

33. It is contended that the society redevelopment project site was launched on 05/03/2025 by the opponent society. It was incumbent upon the managing committee to upload all the documents on the website prior to the launching of the website. Even after 05/03/2025 the documents executed after 05/03/2025 are not uploaded on the website. Hence constrained to file the present dispute along with the interim application.

34. The opponent is duly served with suit summons and notice.

35. In response to the suit summons and notice, the opponent appeared in the present dispute and filed its written statement at Exh. 10 wherein it denied the entire contention of the disputant in toto.

36. It is contended that the disputant has approached this Court without making a full and fair disclosure of all material facts. The disputant has deliberately suppressed facts which are germane to the adjudication of the present dispute, including his status as a subsequent purchaser and member of the society, the various general body meetings held after the appointment of the project management consultant and his own involvement in promoting the proposal for cluster redevelopment through the neighbouring society. Such suppression of material facts goes to the root of the matter and disentitle the disputant from claiming any discretionary or equitable relief from this Court.

37. It is contended that the opponent society was registered on 20/05/2021. Thereafter the issue of redevelopment of the society's property was deliberated upon extensively by the members from time to time in duly convened general body meetings and special general body meetings. All decisions concerning redevelopment, including the appointment of consultants, consideration of redevelopment models and further steps in the redevelopment process, were taken collectively by the general body through validly passed resolutions and not at the instance of any individual office bearer or member. The redevelopment process has thus been transparent, participative and driven by the collective will of the members of the society.

38. It is contended that the disputant is a subsequent purchaser and transferee member, having acquired flat No. JN4/3/13 only on 09/05/2025. The share certificate bearing No. 28 was transferred in his favour on 30/05/2025 and he was admitted as a member only thereafter. Consequently on the dates when the resolutions, deliberations and decisions impugned in the present dispute were taken, the disputant was neither a member of the society nor possessed of any right, title, interest or legal relationship with the society. The disputant therefore lacks personal knowledge of the events preceding his membership and cannot seek to reopen or challenge decisions lawfully taken by the general body prior to his induction as a member.

39. It is contended that a plain reading of the dispute application would demonstrate that the entire challenge is directed against resolutions, decisions and redevelopment-related steps undertaken by the society during the period 2022-2023, including the special general body meetings held on 16/04/2022 and 28/05/2023, the process of appointment of the project management consultant, the appointment of M/s Triarch Design Studio and other redevelopment deliberations preceding the year 2025. All such events occurred before the disputant was admitted as a member of the society. Consequently the disputant lacks both locus standi and personal knowledge to assail the aforesaid decisions, which had attained finality long before his induction into the society.

40. It is contended that the disputant being a subsequent purchaser and transferee member, is bound by the state of affairs, resolutions, decisions and actions lawfully existing on the date of his admission to membership. The disputant cannot be permitted to challenge or seek to invalidate resolutions and redevelopment-related decisions which were taken nearly two years prior to his acquisition of membership and which had already been accepted, acted upon and implemented by the society. Any such challenge is ex facie untenable, barred by principles analogous to acquiescence and estoppel.

41. It is contended that a transferee member does not acquire any higher or independent rights than those possessed by his predecessor and takes membership subject to the resolutions, decisions, commitments, liabilities and affairs of the society as they exist on the date of transfer.

42. It is contended that the disputant was neither present at nor privy to any of the meetings or discussions held during the said period and therefore possesses no personal knowledge whatsoever of the facts sought to be pleased by him. The allegations regarding the conduct of the managing committee, appointment of the project management consultant, deliberations of the general body, objections allegedly raised by members and other redevelopment-related decisions are consequently based on hearsay, conjectures and information allegedly obtained after his induction as a member. Such allegations cannot form the basis of a legally sustainable challenge.

43. It is contended that the present dispute is further liable to be dismissed on the grounds of gross and unexplained delay, acquiescence, waiver and laches. The disputant seeks to assail decisions and actions undertaken by the society several years prior to the institution of the present proceedings, despite the redevelopment process having continuously progressed pursuant thereto, The disputant has failed to furnish any plausible explanation for the inordinate delay in invoking the jurisdiction of this Court.

44. It is contended that the appointment of M/s Triarch Design Studio as the project management consultant was approved in the special general body meeting held on 28/05/2023. The present dispute however came to be instituted only in or about June 2026 i.e. after a lapse of more than three years. During the intervening period, the redevelopment process continued unabated and several subsequent general body meetings, including the meetings held on 12/05/2024, 02/02/2025 and the annual general body meeting dated 28.09.2025 were convened and conducted. The decisions taken pursuant to the appointment of the project management consultant were acted upon by the society and attained finality. In these circumstances the disputant cannot be permitted to reopen settled and concluded matters after an inordinate lapse of time.

45. It is contended that subsequent to the appointment of M/s Triarch Design Studio as the project management consultant in the special general body meeting held on 28/05/2023, the redevelopment process continuously progressed and remained under active consideration of the general body. Several meetings were thereafter convened and held, including the meetings dated 12/05/2024 and 02/02/2025, as well as the annual general meeting dated 28/09/2025, wherein redevelopment-related matters were deliberated upon by the members. The disputant has deliberately failed to disclose these subsequent developments and has sought to create and erroneous impression that the redevelopment process was solely founded upon the resolutions of the year 2023.

46. It is contended that the disputant has not approached this Court with complete candour and fairness. The disputant has deliberately suppressed the fact that several general body meetings were held subsequent to the appointment of M/s Triarch Design Studio and that the redevelopment process continued to be deliberated upon and progressed under the supervision of the general body. By withholding these material facts, the disputant has attempted to create a false and misleading narrative that the redevelopment process ceased after the appointment of the project management consultant and that no further decisions were taken by the members of the society. The present dispute is therefore vitiated by suppression of material facts, misrepresentation and selective disclosure.

47. It is contended that the disputant has failed to disclose material events and circumstances having a direct bearing on the maintainability and merits of the present proceedings. It is a settled principle that a litigant seeking equitable and discretionary relief is under an obligation to make a full, fair and candid disclosure of all material facts. Having failed to do so, the disputant is not entitled to any equitable reliefs from this Court.

48. It is contended that the present proceedings are not a bonafide challenge raised in the interest of the society or its members. On the contrary the dispute is motivated by the disputant's personal preference and agenda of persuading and compelling the opponent society to abandon the redevelopment process already undertaken by it and to adopt the model of cluster redevelopment favoured by him.

49. It is contended that the disputant has deliberately suppressed a highly material fact, namely that the proposal for cluster redevelopment relied upon in the present dispute was not an independent proposal emanating from an unrelated third party. The said proposal was submitted on behalf of Blue Heaven Co-operative Housing Society and was signed and promoted by the disputant himself in his capacity as the President of the said society.

50. It is contended that the aforesaid fact assumes considerable significance in as much as the disputant seeks to rely upon the said proposal as a basis for criticising the redevelopment process adopted by the opponent society. The disputant has, however failed to disclose that he was himself the architect, signatory and promoter of the very proposal on which he now places reliance. Consequently the proposal cannot be portrayed as an independent recommendation or objective alternative, but is in fact a proposal actively canvassed and promoted by the disputant himself.

51. It is contended that the conduct of the disputant clearly demonstrates a direct and substantial conflict of interest. Having actively promoted cluster redevelopment through the neighbouring Blue Heaven Co-operative Housing Society in his capacity as President thereof, the disputant is now seeking to utilize the present proceedings as a means of compelling the opponent society to adopt a redevelopment model favoured by him. The present challenge is therefore not founded upon any genuine grievance regarding the legality of the redevelopment process but is an attempt to substitute the collective decision of the general body with the personal preference of the disputant.

52. It is contended that the present dispute is not maintainable under section 91 of the MCS Act 1960. It is contended that a plain reading of the dispute application would demonstrate that the principal grievance of the disputant pertains to the manner in which the society deliberated upon redevelopment, the appointment of the project management consultant the redevelopment model adopted by the society and the resolutions passed by the general body from time to time. These are matters concerning the internal administration management and policy decisions of the society, which have been considered and approved by the general body in accordance with law.

53. It is contended that it is a settled principle that the general body is the supreme decision-making authority of a co-operative housing society and that redevelopment of a society's property is primarily a matter to be decided by the collective wisdom of its members. The jurisdiction of the Co-operative Court does not extend to substituting its own views for those of the general body or sitting in appeal over every decision taken by the members in accordance with law.

54. It is contended that the disputant has neither pleaded nor established any instance of fraud, financial impropriety, misappropriation of funds, conflict of interest resulting in pecuniary gain, violation of any mandatory statutory provision or any other illegality of such nature as would warrant interference by this Court. The allegations contained in the dispute are vague, general and unsupported by material particulars.

55. It is contended that the disputant does not dispute the necessity of redevelopment of the society. On the contrary, the disputant himself admits that the buildings are old and require redevelopment. The present challenge is therefore not directed against redevelopment per se, but is confined to the procedure adopted by the society and the redevelopment model ultimately preferred by the general body. The redevelopment of a co-operative housing society is a matter concerning the collective rights, interests and welfare of all members and is required to be considered from the standpoint of the society as a whole.

56. It is contended that throughout the redevelopment process, all material decisions have been taken in a democratic and transparent manner through resolutions passed by the general body.

57. It is contended that the disputant has failed to plead or demonstrate any actual financial loss, legal injury, prejudice or infringement of any vested or proprietary right suffered by him on account of the decisions impugned in the present proceedings. The disputant admittedly supports redevelopment of the society and does not dispute the necessity thereof. The substance of the grievance is merely that the society ought to have adopted a redevelopment model preferred by him and ought not to have appointed the project management consultant selected by the general body.

58. It is contended that mere disagreement with the commercial wisdom of the general body, dissatisfaction with the appointment of a consultant, preference for a different redevelopment model or a desire to revisit decisions already taken by the members does not give rise to a legally enforceable cause of action. The disputant is effectively seeking to substitute the collective decision of the members with his own personal opinion, which is impermissible in law.

59. It is contended that the present dispute fails to disclose any subsisting cause of action and is liable to be dismissed for want of maintainability, absence of locus standi, absence of legal injury and failure to disclose any legally enforceable right requiring adjudication by this Court.

60. It is contended that it is a settled principle of law that Courts and Tribunals ordinarily do not interfere with redevelopment decisions approved by the majority of members of a co-operative housing society unless a clear case of fraud, malafides, breach of mandatory statutory provisions, manifest arbitrariness or demonstrable prejudice is established. Redevelopment is essentially a matter of collective decision making and commercial wisdom of the members and once the general body has, after due deliberation, taken decisions in relation thereto, the same are not liable to be interfered with merely because an individual members holds a different opinion or prefers an alternative redevelopment model. The present dispute does not disclose any instance of fraud, financial impropriety, misappropriation, wrongful gain, violation of any mandatory statutory provision or infringement of any vested legal right of the disputant so as to warrant interference by this Court.

61. It is contended that is is well settled that a subsequent purchaser and transferee member acquires membership subject to the existing resolutions, decisions, rights, obligations and affairs of the society as prevailing on the date of such acquisition and cannot seek to reopen matters that had already been lawfully considered and acted upon prior to his induction as a member. In the present case, the disputant admittedly acquired membership of the opponent society only upon transfer of the share certificate on 30/05/2025, whereas the redevelopment decisions and resolutions sought to be challenged pertain to the year 2022 and 2023. The disputant is therefore estopped from questioning or assailing such decisions and lacks the requisite locus standi to maintain the present proceedings. Viewed from any angle, the dispute fails to disclose a sustainable cause of action and is liable to be dismissed in limine with costs.

62. It is contended that the disputant acquired the said flat only on 15/05/2025 and was admitted to membership upon transfer of share certificate No. 28 on 30/05/2025. Consequently the disputant had no right, title, interest, participation or legal relationship with the society when the resolutions, deliberations and redevelopment-related decisions impugned in the present proceedings were taken. The disputant therefore lacks locus standi to challenge the said decisions and is not entitled to maintain the present dispute.

63. It is contended that the buildings constituting the society are old structures requiring redevelopment. It is significant that the disputant himself acknowledges the necessity of redevelopment. There is no dispute regarding the need for redevelopment and that the present proceedings do not arise from any opposition to redevelopment per se. The real grievance of the disputant pertains only to the manner and model of redevelopment preferred by the society.

64. It is contended that the general body being the supreme decision-making authority of the society, is fully competent to review, modify, alter, supplement or reconsider its earlier resolutions and decisions in light of subsequent developments, expert opinions, technical feasibility, financial viability, practical considerations and the overall interest of the members. No member acquires any vested or indefeasible right in a particular redevelopment model merely because an earlier resolution was passed in that regard. The redevelopment process is dynamic in nature and necessarily evolves with changing circumstances and inputs received from professionals and stakeholders.

65. It is contended that the subsequent meetings of the general body were held on 12/05/2024, 02/02/2025 and 28/09/2025, wherein redevelopment-related issues continued to be deliberated upon by the members. The resolutions passed on 16/04/2022 were therefore not isolated or standalone decisions but formed part of an ongoing redevelopment process subject to continuous review and consideration by the general body from time to time.

66. It is contended that the appointment of M/s Triarch Design Studio as the project management consultant was carried out through a fair, transparent and participative process. The managing committee had invited members of the society to voluntarily participate in the evaluation of the bids received from various project management consultants. Pursuant thereto eleven members of the society, none of whom were members of the managing committee, volunteered to undertake the evaluation process. The said members independently scrutinized and evaluated the bids received from thep prospective PMCs and after due consideration of the relevant parameters and credentials, recommended the appointment of M/s Triarch Design Studio. The managing committee acted upon such recommendation in furtherance of the redevelopment process.

67. It is contended that there has been no concealment, manipulation or impropriety in the appointment process. The disputant has neither pleaded nor established any specific instance of fraud, conflict of interest, wrongful gain, financial irregularity or violation of any mandatory statutory provision.

68. It is contended that the allegations are based on conjectures, assumptions, selective disclosure of facts and erroneous interpretations of the resolutions and proceedings of the society. In the members' meeting held on 01/02/2025, it was expressly decided that legal and financial opinions from experts would be obtained to assist the society in evaluating the various redevelopment options available to it and the members were informed that chartered accountant Mr. Bharat Agarwal would be approached for the said purpose. Pursuant thereto Mr. Bharat Agarwal was formally appointed vide letter dated 05/03/2025, however by his communication dated 10/04/2025, he expressed his inability to undertake the assignment and accordingly recused himself. Thereafter upon the recommendation of the project management consultant and in furtherance of the decision already taken by the members to obtain expert advice, Bharat Legal-Tech was entrusted with the task of rendering professional advice on the legal, taxation, financial and practical implications of contractor-based self-redevelopment vis-a-vis developer-led redevelopment. The managing committee in discharge of its duties and responsibilities is empowered to seek legal, technical, financial and other professional advice on matters affecting the society, including redevelopment and obtaining such opinion is merely a preliminary and consultative exercise intended to facilitate informed decision-making and does not amount to a final or binding decision upon the society or its members. There is no provision under the MCS Act 1960 and the Rules framed thereunder, or any applicable Government Resolution governing redevelopment which mandates prior approval of the general body before obtaining professional legal advice. In any event, the ultimate decision regarding the mode of redevelopment was always subject to the consideration, deliberation and approval of the general body and the said legal opinion neither curtailed nor subtituted the powers of the members. The disputant has failed to demonstrate any illegality, malafides, conflict of interest, prejudice or loss caused to the society or its members on account of obtaining the said opinion.

69. It is contended that the redevelopment of a co-operative housing society is a complex process involving consideration of various legal, technical, financial and practical factors and it is the duty of the managing committee as well as its consultants to continuously evaluate all avaialble options in the best interests of the society and its members. The communication dated 03/04/2025 issued by M/s Triarch Design Studio was merely professional advice based upon their assessment of the feasibility, risks and challenges associated with self-redevelopment, including the observations contained in the legal opinion obtained by the society. The said communication neither constituted a final decision nor bound the society to adopt any particular redevelopment model. The recommendations of the consultant were only intended to assist the members in making an informed decision and were required to be considered along with other relevant materials before the general body. The allegation that the consultat suddenly changed its stand or acted under the influence of the managing committee is wholly unfounded, unsupported by any evidence and based solely on the disputant's assumptions. The ultimate decision regarding the mode of redevelopment remained subject to the collective wisdom and approval of the general body, and no prejudice whatsoever has been caused to the disputant or any member on account of the said communication.

70. It is contended that the managing committee meeting held on 14/04/2025 was duly convened in accordance with law for considering the legal opinion and recommendations received from the professional consultants engaged by the society. The deliberations of the managing committee regarding various redevelopment models, including self-redevelopment and developer-led redevelopment, were undertaken in the larger interest of the society and its members. The resolutions passed by the general body remained subject to further evaluation, feasibility assesments and statutory compliances and any recommendation made by the managing committee was merely in the nature of a proposal for consideration by the members and did not amount to final decision binding upon the society. The minutes were prepared and maintained in the oridinary course of business and in accordance with the applicable provisions of the MCS Act 1960, the Rules and the bye-laws of the society. The tender process was undertaken transparently and in accordance with the redevelopment procedure adopted by the society under the guidance of professional consultants. The tender fees were disclosed in the tender documents and were collected in accordance with the terms and conditions communicated to all participating developers. There exists no legal prohibition against prescribing a non-refundable tender fee towards the cost of preparation of tender documents, administrative expenses professional services and management of the bidding process. The disputant's attempt to equate such tender fees with Earnest Money Deposit (EMD) is legally and factually misconceived, as the two serve entirely different purposes. The disputant has made reckless allegations of misappropriation and collusion without any factual foundation whatsoever. The account relating to the redevelopment process are duly maintained and are subject to scrutiny in accordance with law.

71. It is contended that all actions undertaken by the managing committee were based upon professional advice, feasibility considerations and in the larger interest of the society and its members. The invitation, receipt and evaluation of bids were undertaken under the supervision of the project management consultant in accordance with accepted professional practices. The amount of Rs. 59,000/- collected from prospective bidders consituted tender document and processing charges and was entirely distinct from the earnest money deposit (EMD). There is no legal prohibition against charging a non-refundable fee for issuance of tender documents and the disputant has incorrectly equated such carges with EMD in an attempt to cast unwarranted suspicion on the tender process. Th redevelopment process was undertaken bonafide with professional assistance and in the best interest of the society.

72. It is contended that the allegations made by the disputant are founded primarily upon selective references to documents filed in Writ Petition No. 5211 of 2026 and not upon any personal knowledge of the redevelopment process. The notice dated 29/04/2025 informing members about the opening of tenders was issued precisely to ensure transparency, openness and participation of the members in the redevelopment process. In fact all members were duly notified of the date, time and venue for opening of the bids and were afforded an opportunity to remain present during the process. The opening of the bids was conducted openly in the presence of members, representatives of the participating bidders and the project management consultant and the entire proceedings were video recorded to maintain complete transparency and to create an objective record of the process. The mere fact that certain proceedings or documents were not uploaded on the society's website in the manner expected by the disputant does not lead to any presumption that no record was maintained or that the process was manipulated. The redevelopment process, including receipt, custody and opening of tenders, was undertaken in a fair, transparent and professional manner under the supervision and guidance of the project management consultant. The disputant has sought to magnify inconsequential clerical, typographical or drafting discrepancies to create an impression of illegality where none exists. Any inadvertent error in mentioning a date in a draft tender document neither vitiates the tender process nor establishes malafides on the part of the managing committee. The redevelopment process was carried out substantially in accordance with the applicable redevelopment guidelines and under the supervision of qualified professional consultants engaged for the said purpose. The disputant has failed to establish any actual illegality, fraud, prejudice, arbitrariness or violation of any statutory provision.

73. It is contended that the communication dated 16/05/2025 issued by the project management consultant merely recorded the outcome of the tender opening process was conducted in haste, without adequate notice, or in violation of any Government Directive, redevelopment guidelines or provision of law. The notice informing members about the opening of tenders was duly issued in advance and the process was conducted transparently in the presence of members and representatives of partipating bidders. The disputant has failed to identify any statutory provision, bye-law or Government resolution mandating that tender bids can be opened only upon obtaining a separate approval of the general body or requiring the presence of all members at the time of opening of bids. The opening and preliminary evaluation of tenders form part of the procedural and administrative aspects of the redevelopment process and are ordinarily undertaken with the assistance of the appointed project management consultant, subject always to ultimate approval and decision of the general body. The redevelopment exercise was undertaken under the supervision of qualified professional consultants and in accordance with the procedure adopted by the society. The alleged discrepancies and inconsistencies referred to by the disputant are either non-existent, inconsequential or based upon misinterpretation of the relevant documents. The allegations of fraud, collusion, manipulation, and unauthorized sharing of bid information are serious allegations made without any supporting evidence and are therefore liable to be rejected. The PMC acted independently and professionally in evaluating the bids received and presenting its assessment for consideration by the society, and had no personal interest in the selection of any particular developer. The final decision regarding redevelopment and selection of a developer remained at all times subject to the approval of the members in the general body.

74. It is contended that certain members of the society had addressed a complaint to the Deputy Registrar, Co-operative Societies (CIDCO) raising grievances regarding the redevelopment process. However the mere filing of a complaint by a handful of members does not establish the truth or correctness of the allegations contained therein. The issuance of show cause notice by the Deputy Registrar was only a preliminary administrative steps undertaken for the purpose of seeking clarification and affording an opportunity of hearing to the society and cannot be construed as a finding of illegality or irregularity against the managing committee. The opponent society duly responded to the said notice and placed all relevant facts and documents before the competent authority. Any interim communication or direction issued by the Deputy Registrar was subsequently challenged before the competent forum and the legality, propriety and jurisdiction thereof became the subject matter of independent proceedings. In any event the issuance of a show cause notice or interim administrative directions does not substantiate the disputant’s allegations regarding alleged manipulation, fraud, collusion or illegality in the redevelopment process.

75. It is contended that the meeting dated 31/07/2025 wa convened in the ordinary course of the redevelopment process and to deliberate upon the future course of action in light of the representations received from certain members and the communications issued by the Deputy Registrar. The complaint addressed to the Deputy District Registrar vide letter dated 05/05/2025 was not a complaint on behalf of the society at large but was signed and submitted by only nine members of the society. The attempt of the disputant to portray the said complaint as reflecting the views of the majority of the members is therefore wholly misleading and contrary to the record. The several of the signatories to the said complaint, during the special general body meeting held on 12/05/2025, openly affirmed their support to the redevelopment process being undertaken by the society and categorically stated that they would stand with the society provided they were assured of receiving 1330 sq. ft. carpet area in the redeveloped building. This clearly demonstrates that the concerns raised by such members were not with the redevelopment process itself but were primarily related to the area entitlement proposed in the redevelopment scheme. In these circumstances, the disputant cannot selectively rely upon the complaint dated 05/05/2025 while suppressing the subsequent stand taken by the very same complainants before the general body. Any decision taken by the managing committee to place redevelopment related issues before the special general body meeting or to ensure compliance with applicable redevelopment guidelines was made solely in the interest of transparency, consensus-building and orderly conduct of the redevelopment process and cannot by any stretch of imagination be construed as an admission that the earlier actions of the managing committee were illegal. The disputant's contention that the Government resolution dated 04/07/2019 became mandatory by way of self impositions is legally untenable and based upon a misconceived interpretation of the resolutions passed by the managing committee. The opponent society duly responded to the show cause notice issued by the Deputy Registrar and fully co-operated with the proceedings, pursuant to which the interim stay came to be vacated. The order dated 07/08/2025 does not record any finding of fraud, manipulation, illegality, misconduct or breach of statutory duty against the managing committee. The redevelopment process has at all times undertaken in accordance with law, under the supervision of professional consultants and subject to the decisions and approval of the general body.

76. It is contended that the AGM held on 28/09/2025 was duly convened after issuance of proper notice and agenda to all members and the inclusion of redevelopment related matters in the agenda was neither illegal nor irregular. The disputant has failed to point out any provision of the MCS Act 1960, the Rules framed thereunder, the society bye-laws or the Government Resolution dated 04/07/2019 which prohibits discussion of redevelopment issues in an annual general body meeting. Merely because redevelopment is an important issue does not render any deliberation thereon in an AGM invalid, particularly when all members are afforded an opportunity to participate, deliberate and express their views. The decision regarding adoption of a builder-based redevelopment model was taken after extensive deliberations, considerations of professional advice, feasibility assessments and discussions amongst the members and was ultimately approved by the requisite majority of members present at the meeting. The redevelopment process remained under the control and supervision of the general body and all material decisions were subject to approval of the members. Any alleged procedural lapse does not by itself render the resolutions passed by the general body avoid or non est.

77. It is contended that the disputant sought to draw unwarranted conclusions from isolated correspondence without appreciating the factual background and circumstances in which the same were issued. The letters and communications addressed to various prospective developers, including M/s Gami Group and M/s Kamdhenu Life Spaces, formed part of the redevelopment process an were issued in the interest of maintaining fairness, transparency and competitive participation amongst all eligible bidders. Any procedural clarification, rectification or subsequent compliance sought from participating bidders does not ipso facto render the entire tender process illegal, particularly when no final rights had accrued and the redevelopment process remained subject to further scrutiny and approval by the general body. The disputant's interpretation of clause 8.4 of the draft tender document is misconceived and ignores the fact that the society and its professional consultants were entitled to evaluate the bids and address procedural deficiences, if any, before arriving at any final recommendation. The disputant has failed to place on any material demonstrating that any bidder received preferential treatment or that any decision was taken to the detriment of the society or its members.

78. It is contended that certain members of the society addressed a communication dated 14/01/2026 expressing their views, concerns and objections regarding certain aspects of the redevelopment process and the proposed selection of a developer. However the mere fact that some members expressed reservations or dissatisfaction does not render the redevelopment process illegal, arbitrary or contrary to law. In every redevelopment project involving a large number of members, divergent views and differing opinions are natural and expected, and the existence of objections from a section of members cannot override the collective decision making process prescribed under law. The concerns raised by the members were duly noted and considered by the managing committee ina fair and transparent manner. The redevelopment process at all times remained subject to deliberation and approval by the general body and no final decision was implemented without following the democratic process contemplated under the applicable laws, bye-laws and redevelopment guidelines. The communication relied upon by the disputant merely reflects the views of certain members and does not constitute the proof of any procedural irregularity, illegality or misconduct on the part of the managing committee or the opponent society.

79. It is contended that the special general body meeting dated 01/02/2026 was convened bonafide and in accordance with law for the purpose of apprising the members of the status of the redevelopment process, considering the recommendations emerging from the tender evaluation process and obtaining the views of the general body regarding the future course of action. The conclusion recorded in the meeting that the society would proceed with negotiations and convene a meeting under section 79A of the MCS Act 1960 for finalization of the developer was merely a procedural step in furtherance of the redevelopment process and did not amount to the final appointment of any developer. In any event minor procedural objections relating to the manner of recording or circulation of minutes do not render the proceedings or resolution of the general body void in the absence of proof of material prejudice, fraud or impact on the outcome of the meeting. The disputant has failed to demonstrate that any member was prevented from participating in the deliberations or that the democratic will of the general body was suppressed.

80. It is contended that the notice dated 06/02/2026 convening the meeting under section 79A of the MCS Act 1960 for 22/02/2026 was issued in furtherance of the redevelopment process and in compliance with the applicable redevelopment guidelines and statutory procedure governing the selection of a developer. The issuance of the notice was a procedural step undertaken after the deliberations held in the special general body meeting dated 01/02/2026 and was intended to place the matter before the members in the presence of the authorized officer, thereby ensuring transparency, fairness and compliance with the prescribed procedure. There exists no provision of law, rule, byelaws or redevelopment guideline which prohibits issuance of a notice for a subsequent meeting before formal circulation of the minutes of an earlier meeting, particularly when the substance of the deliberations and the future course of action had already been discussed before the members. The disputant’s attempt to characterize the issuance of the notice as misdeed or as evidence of predetermined intent is wholly speculative and unsupported by any evidence. On the contrary the convening of a meeting under section 79A in the presence of an authorized officer demonstrates the society’s commitment to ensuring that the ultimate decision regarding appointment of a developer is taken transparently and democratically by the members themselves.

81. It is contended that any action taken by the Deputy Registrar, including the recall or cancellation of the appointment of an authorized officer/observer for the proposed meeting dated 22/02/2026 was an administrative measure taken pending consideration of the issues before the authority and did not amount to any adjudication or finding that the redevelopment process undertaken by the society was illegal. The disputant has deliberately omitted to state that no conclusive finding of misconduct or violation of the Government Resolution dated 04/07/2019 was recorded against the managing committee. The redevelopment process involved invitation of tenders from multiple developers, evaluation of bids by professional consultants and consideration of the comparative merits of the proposals received. Any recommendations emerging from such evaluation process cannot be equated with a final appointment of a developer. The ultimate decision regarding selection of a developer remained subject to the approval of the general body in accordance with law.

82. It is contended that the judgment and order passed by the Hon'ble High Court speaks for itself and the contents thereof may be referred to and relied upon for their true and correct interpretation. To the extent that the Hon'ble High Court examined the jurisdiction and powers of the Deputy Registrar under section 79A of the MCS Act 1960 and left other issues open to be agitated before an appropriate forum in accordance with law, the same is a matter of record.

83. It is contended that any communication received from the developer regarding the feasibility or consideration of redevelopment under a particular regulatory framework, including the 4.0 FSI (URS) framework, was part of the ongoing redevelopment process and was received in the ordinary course of dealings.

84. It is contended that the managing committee, as the elected body responsible for administration of the affairs of the society, was entitled to correspond with the developer, seek clarifications and communicate the position already adopted by the society from time to time. The letter dated 09/05/2026 merely convened the understanding and position of the society regarding the redevelopment model under consideration and did not amount to any final or binding decision affecting the rights of the members. The redevelopment process had been the subject matter of repeated discussions, deliberations and resolutions passed from time to time by the members and the managing committee was acting in furtherance of those decisions and in the best interests of the society. The disputant has failed to demonstrate any prejudice caused to the members or any violation of any statutory provision, bye-laws or redevelopment guidelines on account of the said correspondence.

85. It is contended that the various advantages enumerated by the disputant are merely theoretical and generalized assertions which may or may not be applicable depending upon the location, planning constraints, participation of adjoining landowners and societies, regulatory approvals, market conditions and overall feasibility of a particular project. The disputant has deliberately suppressed the significant disadvantages and practical challenges associated with cluster redevelopment, including uncertainty regarding participation and consent of multiple adjoining societies and stakeholders, prolonged timelines for obtaining approvals from various authorities, dependence upon third party decisions beyond the control of the society, potential delays in implementation due to dispute amongst participating societies, uncertainty regarding rehabilitation planning, increased complexity in project execution, risk of prolonged litigation, lack of control by the society over planning and phasing of the project, and the possibility of indefinite postponement of redevelopment of the society's property pending completion of cluster level formalities. The primary concern of its members was timely and certain redevelopment of the society property and not a speculative redevelopment model dependent upon numerous external factors.

86. It is contended that the issue of cluster redevelopm / URS was specifically discussed and deliberated upon in the special general body meetings of the society, wherein the members were apprised of the comparative merits and demerits of the available redevelopment options. After due deliberation and consideration of all relevant factors, the general body, by an overwhelming majority, consciously decided not to proceed with cluster redevelopment and instead resolved to pursue redevelopment under the applicable provisions of regulation 10.10.2 of the UDCPR. The said decision was taken democratically by the members and remains binding upon all members of the society. The disputant cannot now seek to subsitute the collective wisdom of the general body with his personal preference for cluster redevelopment.

87. It is contended that as a matter of record, even prior to becoming a member of the opponent society, the disputant in his capacity as president of Blue Heaven CHS Ltd had addressed a communication/ request to the opponent society advocating and proposing cluster redevelopment. The said proposal was considered by the opponent society and was not accepted by the members. Having failed to secure acceptance of the cluster redevelopment proposal at the relevant time, the disputant is now attempting to reopen and reagitate the very same issue under the guise of the present dispute. The present allegations are therefore not made in the interest of the society but are merely an attempt to challenge and frustrate a conscious and democratic decision already taken by the overwhelming majority of members. The disputant's disagreement with the redevelopment model selected by the society does not render the decision of the general body illegal, arbitrary or malafide.

88. It is contended that alleged advantages of redevelopment under regulation 14.8 (Urban Renewal Scheme/Cluster Redevelopment) are general and theoretical in nature and cannot be treated as universally applicable. While cluster redevelopment may offer certain planning and development incentives, it is equally associated with significant practical challenges, including dependence upon participation of adjoining societies and stakeholders, uncertainty of implementation, prolong, approval processes, increased risk of disputes and litigation and lack of control over timeline. In contrast, redevelopment under regulation 10.10.2 provides a specific and established framework for redevelopment of CIDCO developed properties, enabling the society to independently undertake redevelopment of its property with greater certainty and efficiency. The issue of cluster redevelopment was specifically discussed and deliberated upon in the general body meeting of the society, and after considering the advantages, disadvantages and feasibility of both options, the members, by majority consciously resolved not to pursue cluster redevelopment and to proceed under regulation 10.10.2. The disputant cannot seek to substitute the collective decision of the general body with his personal preference.

89. It is contended that the proposal for cluster redevelopment under Regulation 14.8 was duly considered by the members; however the same was found to be impractical and uncertain due to its dependence upon participation of adjoining properties, additional approvals, regulatory complexities and the likelihood of prolonged delays. The members further considered that cluster redevelopment may result in increased density, congetion, sharing of infrastructure with other entities and reduced autonomy of the society over its redevelopment project. After considering the comparative advantages and disadvantages of both options, the general body consciously resolved that redevelopment under regulation 10.10.2 was a more feasible, certain and beneficial mode of redevelopment for the society.

90. It is contended that the various redevelopment options, including self-redevelopment, redevelopment under Regulation 10.10.2 and the proposal for cluster redevelopment under Regulation 14.8 were matters known to and discussed amongst the members from time to time. The managing committee did not suppress any material information nor act with any predetermined intention to favour any particular redevelopment model. The issue of cluster redevelopment was specifically deliberated upon and after considering its advantages, disadvantages, feasibility and practical implications, the general body, by majority consciously decided not to pursue the said option and to proceed with redevelopment under Regulation 10.10.2. The allegation that the managing committee ignored the interests of the members or was bent upon appointing a particular builder is wholly unfounded and unsupported by any evidence. The decisions taken during the redevelopment process were based upon the collective will of the majority of members and not upon the personal preferences of the managing committee. The disputants' disagreement with the decision democratically taken by the general body cannot render the redevelopment process illegal or improper.

91. It is contended that the opponent society obtained appointment of an authorized officer from the office of the Deputy Registrar for the purpose of overseeing the proposed special general body meeting in accordance with the applicable redevelopment procedure and section 79A of the MCS Act 1960. The filing of a caveat is a lawful and recognized legal remedy intended to ensure that no adverse order is passed without affording an opportunity of hearing to the caveator. The filing of the caveat merely reflected the society's bonafide apprehension of further litigation by specifically disputant in relation to the redevelopment process and cannot be construed as evidence of illegality. The disputant has failed to disclose any prejudice caused to him on account of the appointment of the authorized officer or the filing of the caveat.

92. It is contended that the apprehension that members may suffer irreparable loss, receive lesser benefits, inadequate carpet area or insufficient compensation is wholly premature, hypothetical and based on mere conjectures. No final redevelopment agreement has been executed and all redevelopment terms, including permanent alternate accommodation, corpus fund, rent compensation and other members benefits are required to be placed before and aproved by the general body. The disputant cannot seek relief on the basis of speculative future possibilities unsupported by any evidence. The redevelopment process is intended to secure the best possible terms for the society and its members as a whole and not for the benefit of any individual officer bearer or member.

93. It is contended that the issue of self-redevelopment vis-a-vis builder-led redevelopment was duly considered with the assistance of professional consultants and legal advisors. The advantages of self-redevelopment now highlighted by the disputant represent only one aspect of the issue and deliberately ignore the practical challenges associated with self-redevelopment, including financial constraints, project funding, statutory compliances, execution risks, cost overruns, construction delays and overall project management responsibilities. The feasibility, advantage and disadvantages of the available redevelopment models were discussed and considered by the society before a decision was taken. After evaluating the relevant factors, the members, through the democratic process, decided to proceed with builder-led redevelopment. The disputant's personal preference for self-redevelopment cannot invalidate the collective decision of the majority.

94. It is contended that the redevelopment website was created as an additional measures to facilitate dissemination of information to members and to enhance transparency in the redevelopment process. Mere allegations that certain documents were not uploaded or were uploaded at a later point of time do not establish lack of transparency, manipulation or illegality. The disputant has failed to identify any specific statutory provision, government resolution or byelaw mandating that every document generated during the redevelopment process must be uploaded on the website immediately upon its creation or that non uploading of any document would invalidate the redevelopment process. The records of the society were duly maintained and made available in accordance with law and the redevelopment process was undertaken through meetings, notices, communications and deliberations involving the members.

95. It is contended that the redevelopment process has been undertaken through resolutions passed by the general body, with the assistance of duly appointed professional consultants and after considering the practical, financial and legal aspects of the available redevelopment models. The mere fact that the society ultimately decided to proceed with builder-led redevelopment instead of self-redevelopment does not render the process illegal, particularly when such decision was approved by the majority of members through the democratic process. The allegation regarding the appointment of the PMC, the tender process, selection of developers, maintenance of records and uploading of documents on the society website have already been specifically dealt with. The disputant has not produced any material demonstrating fraud, malafides, collusion or prejudice to the members. Significantly the disputant became a member of the opponent society only on 30/05/2025 and was not a member when several of the decisions and resolutions now sought to be challenged were taken. The allegation that the disputant was unaware of the redevelopment website or received access credential shortly before filing of the present dispute is wholly irrelevant and doe not invalidate the redevelopment process. The present dispute is founded on conjectures, assumptions and the disputant's disagreement with decisions validly taken by the majority of members.

96. It is contended that any resistant on the redevelopment process at this advanced stage would seriously prejudice the society and the overwhelming majority of its members who have through the democratic process, approved the redevelopment and are awaiting implementation of the project. Any delay in redevelopment would result in escalation of construction costs, increased project uncertainty, potential withdrawal of interested developers, loss of commercial viability, continued occupation of an ageing building and substantial hardship to the members.

97. It is contended that the disputant has failed to demonstrate that any redevelopment agreement has been executed through an illegal process or that the members are likely to suffer any irreparable injury. On the contrary any delay or obstruction to the redevelopment process would cause substantial prejudice to the society and the majority of the members by postponing much needed redevelopment, escalating costs and jeopardizing the viability of the project. The alleged hardship to a few dissenting members cannot outweigh the interests of the overwhelming majority who have approved the redevelopment process. Hence prayed to reject the application with costs.

98. After hearing both the parties and perusing the documents on record following points arise for my consideration.

Sr. No.	Points	Findings
1	Whether the disputant is entitled for the relief as claimed in this application ?	In the negative

2	What order ?	As per final order

REASONING

AS TO POINT NO. 1

99. In this context I have also heard argument of concerned learned advocates at length. On careful scrutiny of the entire proceeding it is seen that the disputant is the member of the opponent society and opponent society is a Co-operative Housing Society Ltd. registered as per the provisions of MCS Act 1960 and Rules framed thereunder.

100. The disputant has filed the present dispute for the relief to hold and declare that the resolutions in context of self-redevelopment passed in SGBM dated 16/04/2022 and confirmed in further SGBM dated 02/02/2025 are legal and binding upon the opponent society. Further to hold and declare that the appointment of the project management consultant i.e. M/s Triarch Design Studio made in special general body meeting dated 28/05/2023 is bias, unilateral, illegal and be cancelled. To hold and declare that the act of the managing committee of the opponent society is unilaterally and high-handedly and modifying and or tampering with the SGBM resolutions passed in 16/04/2022 r/w 02/02/2025 for the self-redevelopment of society, in its committee meeting dated 14/04/2025 and the further act of unilaterally publishing the tender notice inviting bids/quote for redevelopment through the developer, in local newspapers is fraudulent and dishonest and without authority. Further to hold and declare that the tender notice published by the impugned PMC at the behest of opponent society in local newspapers viz Newsband, Indian Express dated 20/04/2025 and Loksatta dated 21/04/2025, in pursuance of tampered/fraudulently modified resolution of redevelopment passed in managing committee dated 14/04/2025 is illegal and bad in law. To hold and declare that the resolutions passed in managing committee meeting dated 31/07/2025 in the context of redevelopment guidelines are binding upon them and further be directed the opponent No.1 society to diligently follow the said GR and restart the redevelopment process afresh i.e. right from the inception by inviting the bids for PMCs and thereon, in the interest of society and its members. Further to hold and declare that all purported resolutions passed in context of redevelopment of the society in AGM dated 28/09/2025, thereby highhandedly ratifying their earlier acts and misdeeds done in tendering process held in April 2025 and further shortlisting of developers qua impugned PMC M/s Triarch Design Studio are illegal and further to hold and declare that the resolutions and minutes of meeting of said AGM dated 28/09/2025 are illegal. To hold and declare that the resolutions passed in the SGBM dated 01/02/2026 are illegal and the minutes of meeting of the said SGBM dated 01/02/2026 circulated on 07/02/2026 are in violation of byelaw No. 108 and thus not binding upon the members of the opponent society. To hold and declare that the entire redevelopment process adopted by the opponent society is the outcome of the fraud and deceptive malpractices adopted by the managing committee of the society. To hold and declare that the special general body meeting proposed to be held by virtue of order dated 22/05/2026 by the Deputy Registrar is illegal and bad in law.

101. After careful scrutiny of the entire proceeding it is an admitted fact that the disputant is the member of the opponent society and opponent society is a Co-operative Housing Society Ltd.

registered as per the provisions of MCS Act 1960 and Rules framed thereunder. It is also an admitted fact by both the side that the building of the opponent society is old and dilapidated and it requires redevelopment. The grievance of the disputant is that the opponent society has not adopted procedure as laid down in Government circular under section 79(A) and his preference for an alternative redevelopment model.

102. So far as the objection of the opponent that disputant is subsequently become member in May 2025 therefore he has no locus to raise objection is concerned admittedly the subsequent purchaser steps into the shoes of predecessor in title of the property. Therefore the new member purchase the property with all its existing burdens and liabilities and valid decisions. If the previous owner of flat / member was present in the meeting, voted in favour of the resolution or accepted it without any protest for years. The new purchaser or subsequent member of flat in respect of that flat generally bound by their acceptance.

103. If there is third party rights like a contractor or the resolution are to object to the choice of a PMC or a redevelopment contracted signed and acted upon two years ago. Subsequent purchaser generally bound by it as subsequent purchaser. Herein this case, admittedly the disputant has challenged the acts and resolutions of the society prior to he become a member of the opponent society. Whether he has a right to challenge those act is a issue of determination on evidence but the fact remains that he is a member and he has right to challenge the acts and resolutions of the society when he become a member.

104. So far as rest of the allegations are concerned, in that context I have carefully gone through the entire proceeding, wherein I find that the opponent society has decided in 2022 to prepare feasibility report by Mr. Chintaman Purandare as an Architect to send Government guidelines for redevelopment to all members through email invited suggestion in writing to managing committee before next general body meeting. Further decided that once feasibility report is submitted same will be discussed for taking decision in next meeting i.e. 09/10/2022 on points of structural audit, appointment of PMC appointment of legal advisor and appointment of consultant.

105. However it seems that on 09/10/2022 no resolution could passed. Further the documents on record it is seen that in continuation of special general body meeting dated 16/04/2023 the second SGBM dated 28/05/2023 held at 6.30 p.m. wherein Mr. Vyas gave the presentation of the self redevelopment plan and layout, features, amenities and 3D layout of the building and the flats.

106. On detail discussion on suggestions and objections raised by the members finally by evaluating all the financial and technical value managing committee appointed M/s Triarch Design Studio as PMC. It is an admitted position that the SGBM dated 02/02/2025, the opponent society decided to go for the self-redevelopment project with the contractor.

107. On careful perusal of the dispute it is seen that the present disputant being a president of Blue Heaven Apartment Owners Association sent a proposal dated 15/04/2025 for joint redevelopment of plots No.1 and 11, Sector 10 Vashi under URS by utilizing 4 FSR + 60% ancillary FSI under Regulation No. 14.8 of

UDCPR 2020. The same is replied by the opponent informing the proposal/ suggestions will be taken up in the managing committee meeting.

108. The said proposal letter of disputant being a president of Blue Heaven was kept in AGM dated 28/09/2025 for discussion and decision wherein after due discussions the proposal is unanimously rejected and decided to continue with independent redevelopment with the builder model under Clause 10.10.2 of UDCPR.

109. In the said meeting is decided that the managing committee should hold a SGM periodically preferrable once every three months and to apprise the members of the redevelement progress one committee of 4 to co-ordinate for the expeditious redevelopment is formed.

110. It is seen that the soceity has held SGBM dated 07/02/2026 wherein the subject was to update on redevelopment progress process of the society and update on Jodi flats to obtain financial confirmation wherein the secretary explained the chronological sequence of redevelopment process and informed that 8 bidders had purchased the tender document. Out of which 5 bidder M/s E. V. Homes, M/s UPSCAL Ventures M/s Kamdhenu and M/s Lad Gebi (Gami) and M/s Sabyam submitted.

111. At the time of opening bids, 3 bidders M/s Lal Gebi (Gami), M/s Kamdhenu and M/s E. V. Homes found to preliminary meet the optimum required.

112. On scrutiny of evaluation by PMC the bid submitted by M/s E. V. Home under the URBAN RENEWAL SCHEME which is not considered since society invited tender under normal redevelopment scheme FSI 3.0. 2 bidder Kamdhenu and M/s Lal Gebi (Gami) were recommended by the PM. It is also informed that presentation by the recommended bidder was scheduled on 16/05/2025. However due to stay by the Court, the process remain halted for 4 months. On vacating the stay society approached shortlisted bidders to resubmit the EMD which was returned. Then the M/s Lal Gebi (Gami) informed the society due to change in UDCPR rules offerable area was impacted and did not resubmit the EMD within time. Therefore any one eligible bidder left with society. It is seen that some members from the society have filed letter dated 11/02/2026 to the learned Deputy Registrar on taking cognizance on the said letter the learned Deputy Registrar Co-operative Societies Navi Mumbai has cancelled the appointment of a Co-operative Officer on the proposal of the society for the special general body meeting is cancelled by its order dated 20/02/2026 stating that there is only one developer’s tender is with the opponent society and therefore it does not comply the requirement of the Government circular. The said order is challenged by the society before the Hon’ble High Court vide Writ Petition No. 5211-2026 wherein the Lordships have observed that a closer reading of clauses 16 and 17 of the directions issued under section 79A clarifies the position. These clauses indicate that the role assigned to the Registrar is limited and specific. The Register is required to appoint an authorized officer who will preside over the meeting of the general body and ensure that the process is conducted in accordance with prescribed procedure. Once such appointment is made, the obligation cast upon the Registrar under the said directions stands substantially discharged. There is nothing in these clauses which authorizes the Registrar to thereafter supervise the outcome of the process or to nullify steps taken by the society on the ground of alleged non compliance. The act of recalling the authorized officer as has been done in the present case, is not traceable to any express statutory provision. It cannot be supported either under section 79A or under section 154B-27, both of which operate in distinct sphere. In absence of a source of power, such action cannot be sustained.

113. In view of the order passed by the Hon'ble Bombay High Court, the learned Deputy Registrar CIDCO has again appointed authorized officer to supervise the special general body meeting of the opponent society as per society's proposal dated 15/05/2026.

114. And it is seen that the opponent society has initiated the redevelopment process and issued agenda for the meeting scheduled on 05/07/2026 mentioning the subject to provide information pertaining to the redevelopment/reconstruction process followed by members of the society, to appoint the developer for the proposed redevelopment (reconstruction) project of the society before the observer from the Deputy Registrars office, to obtain consent for the developer who is selected for the proposed redevelopment project of the society. The disputant being a member has every right to put his valuable opinion in the ensuing meeting. Moreover it is settled law that any AGM or SGM scheduled by the society cannot be stayed. Therefore it would not be proper on the part of this Court to stay the meeting scheduled on 05/07/2026. I do not find substance in the statement of the disputant that the developer is already selected and meeting dated 05/07/2026 is a farce. If at all the SGBM takes illegal decision or commits any irregularity and passes resolution, the disputant has right to challenge those resolutions by under section 91 of the MCS Act 1960.

115. Considering the observations herein above I firmly come to the conclusion that the disputants miserably failed to show the prima facie case, balance of inconvenience and irreparable loss in his favour. Hence this application needs to be rejected. Accordingly I answer point No. 1 in the negative.

AS TO POINT NO. 2

116. For the reasons recorded in context of point No. 1, I answer point No.2 as order below.

Order

1. Interim application at Exh. 5 is hereby rejected.
2. No order as to cost.
3. In view of this interim application at Exh. 5 thus stands disposed of.

Sd/-

Place : Thane
Date : 04 / 07 / 2026

(Smt. B. P. Jadhav)
Judge
Co-operative Court, Thane