

MHYA050031002025



**Special Civil Suit No.17/2025**  
**Rajesh and others -Vs.- State and others**  
**ORDER BELOW EXH.05**  
**(Date 20/09/2025)**

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This is an application filed by the plaintiffs under Order XXXIX Rules 1 and 2 read with Section 151 of Code of Civil Procedure for grant of temporary injunction against the defendant No.9 for restraining him from developing the suit property and demarcating the plots and further alienating the plots to any person by way of transfer of any kind such as sale, gift, exchange, mortgage etc. from the suit property and from creating third party interest over the suit property till the final decision of the suit

**02. Suit property :**

The property is situated within the limits of Municipal Council Pusad, on Karla Road, in Survey No.54/2 (Old Survey No.132/2), City Survey No.3622, Nazul Sheet No.89, having property No.1221 in Ward No.7, admeasuring 4H. 05 R land (40500 sq.mtr) including constructed building having roof of Tin Shed is the disputed property. ( Herein after referred '**the suit property**').

**It is the case of the plaintiffs that :-**

**03.** The Defendant No.6 and 7 firstly executed the illegal and void sale deed of the suit property in favour of Defendant No.8 vide No.3778/2022 on dt.21.07.2022 and thereafter the defendant No.8 executed the illegal and void sale deed vide No. 6748/2023 on dt.22.12.2023 in favour of Defendant No. 9.

**04.** Plaintiffs further stated that, the suit property is the property of the Society named as Kai.Sheshrao Patil Ginning & Pressing Society, Pusad i.e. Defendant No. 7, upon which the Society

was running a Ginning & Pressing Factory, named as Factory No. 1 since last many years. The Factory No. 1 is closed but the suit plot, having a building and machineries lying thereon was absolutely owned and possessed by the defendant no.07 Society.

**05.** Plaintiffs further stated that, the suit property was the property of the closed Factory No.1 of the Society. Initially, the defendant No. 1 on 18.09.1999 issued circular for relocating the Ginning Units out of the City which are currently located in midst of residential area. Thereafter, in the year 2003, the Defendant No.7 Society through its then Chairman requested Defendant No.1 for selling the disputed land building and machineries of closed Factory No.1, which was located in the middle of the City surrounded by residential area adjoining on Pusad-Nanded State Highway. On this count, the permission was granted by Defendant No. 1 to sell the same i. e. land, building and machineries thereon with conditions on 02.12.2003. But the then Board of Directors did not sell out the suit property in the financial year 2003-2004. Thereafter again in the Year 2016 the Defendant No. 6 tried to sell the disputed land, building and machinery of the closed factory No.1 based on the permission dt. 02.12.2003. But the Defendant No.1 by its order dt.15.12.2016 categorically observed that the Defendant No. 7 Society ought to have submit fresh proposal by making fresh valuation and now 13 years have been passed and the Society failed to comply the conditions of the order dt. 02.12.2003, hence the said permission was cancelled. Thereafter the order dt. 15.12.2016 of the Defendant No.1 was set-aside by the State Government vide order dt. 07.12.2017, and the permission order Dt. 02.12.2003 was restored.

**06.** Plaintiffs further stated that, subsequently, the Defendant No.6 again submitted the fresh proposal for permission to sell out the suit property. Thereafter, on 23.10.2020, the Authority, Director of Marketing, Maharashtra State, Pune i. e. Defendant no.1, granted illegal permission to sell out the disputed land, building and machineries of the Society on certain terms and conditions on the

basis of old valuation report of the land for the year 2017-2018. The Defendant No.6 Chairman of the Society did not sell out the suit property in the year 2020-21 and 2021-22 and took no steps to auction the disputed land on the basis of permission dt. 23.10.2020.

**07.** Plaintiffs further stated that, after two years, the Defendant No. 6 and 7 published tender notice on dt. 19.05.2022 on the basis of sale permission granted on 23.10.2020 without applying for fresh sale permission and thereafter without following the due process of e-tendering, called the tenders and Defendant No. 6 and 7 executed fraudulent and illegal sale deeds on dt.21.07.2022 in favour of Defendant No.8 by violating the terms and conditions of the permission dt. 23.10.2020 and before execution of the sale deed, the defendant No. 8 entered into an agreement to sell the suit property to the defendant No.9 and accordingly on 22.12.2023 executed the sale deed in favour of defendant No.9 for the consideration of Rs. 37,61,00,000/-. In fact, the defendant No.6 and 7 caused an irreparable loss to the Society and the disputed land, building and machineries sold at meagre price to the Defendant No. 8. In fact, the Defendant No. 8 did not get the lawful title of the suit property on the basis of fraudulent sale deed dt. 21.07.2022 therefore, the subsequent sale deed executed by the Defendant No.8 in favour of Defendant No.9 is also void ab-initio and the Defendant No.9 also could not get lawful title or ownership right over the suit property.

**08.** Plaintiffs further stated that, the plaintiffs and several other aggrieved members of the Society had, from time to time filed written complaints before the Defendant No.1. Upon preliminary inquiries the Authorities have already taken cognizance of procedural lapses and a report dt.30.01.2024 has confirmed material irregularities.

**09.** Plaintiffs further stated that, the plaintiffs have already issued the statutory notice to the Statutory Authorities i.e. Defendant No. 1 to 5 and the Defendant No. 6 to 10 on 21.04.2025 through their counsel. The notices were received by the defendants but they have

not replied. It is learnt that, hurriedly the Defendant No.9 obtained the illegal permission for N.A. use from the Defendant No. 5 and the defendant No.5 despite the findings of Dy. Superintendent of Land Records, Pusad regarding the discrepancy of the total area of the land as shown in First T.P. Map and actual boundaries of the suit land granted illegal N.A. permission to the Defendant No.9 on 20.05.2024. And thereafter defendant No.9 on the basis of above illegal N.A. permission attempting to develop the suit land and by demarcating the plots, intending to sell out the plots to various persons. It is also learnt that the Defendant No.9 have obtained token amounts from various persons interested to purchase the plots in the suit land. That the defendant No.9 with intent to alienate the suit property carried out the development work such as construction of roads, leveling the suit land, demarcating the plots, excavation of drainage, erected electric poles etc. unauthorizedly. That the Defendant No. 9 by way of development and demarcating the plots intends to sell out the plots and create third party interest over it by transferring the suit plots by way of sell, gift, mortgage etc.

**10.** Plaintiffs further stated that, as they are the members of the Society, they have filed the suit for cancellation of the sale deeds dt. 21.07.2022 and 22.12.2023, for the relief of permanent injunction and for recovery of possession of the suit property. They are having every hopes of success in the suit. Therefore, they have prima-facie case against the Defendant No.9. Balance of Convenience is also lies in their favour. If the temporary injunction is not granted against the defendant No. 9 then it will cause great prejudice to the plaintiffs and further multiplicity of litigation will arise if the suit land is sold out by creating plots and by creating third party interest over the suit plots, by way of sell, exchange, gift, mortgage, etc. The plaintiffs and more particularly the Society (defendant no.7) will be put to hardship and will cause an irreparable loss which can not be compensated in terms of money. Therefore, it is required to grant temporary injunction against the Defendant No.9 till the final decision of the suit.

Accordingly, they prayed for allowing this application.

11. Plaintiffs relied on ratio laid down by the Hon'ble Supreme Court in the case of **Harish Ishwarbhai Patel -Vs- Jatin Ishwarbhai Patel and other 2022 ALL SCR 2346** and ratio laid down by the Honble High Court in the case of **Sanjivani Kailas Borade -Vs- Kashinath Huseni(Waghe) Valher and other 2018(2) ALL MR 803, Harish Bulchand Tejwani -Vs- Nandlal Hakikatrai Motwani 2016(1) ALL MR 127** and **Shri Milind Pralhad Meshrdam-Vs- Rupam Magasvargiya Gruha Nirman Co-operative Society Maryadit Nagpur, Civil Rev. Appl. No.75/2015, D.On. 11 January, 2018.**

**Defence or pleading of Defendant no. 8 & 9 :**

12. Defendant no.8 and 9 appeared in the matter and filed their say to application Exh.05 and their written statement vide Exh.37. They have denied all allegations made in the plaint. They have taken preliminary objections to the maintainability of present suit, as below :

A. Suit is not maintainable as the plaintiffs do not have any right, title and interest in the suit property and thus they do not have any cause to file present.

B. The suit is not filed by the defendant no.7 Society nor there is any authorization by the said society to file present suit by the plaintiffs and as such the suit is not maintainable. The said Society is registered co-operative society and as per Section 163 of Maharashtra Co-operative Societies Act, 1960, this Court does not have any jurisdiction to try and entertain any dispute legal proceedings which are related to the society or instituted against the society or any member thereof or any matter touching the affairs of the society. That no permission/leave has been obtained from the registrar of this society and thus this Court does not have any jurisdiction to try and entertain present suit. No notice under Section 164 is given by the plaintiffs as per Maharashtra Co-operative Societies Act, 1960 and as per Section 80 of the Code of Civil Procedure, as required under the statute to satisfy its parameters.

C. The suit is not filed by the Society and plaintiffs are also not authorized to file the suit. As per Order 1 Rule 8 if plaintiffs are filing the suit under the representative capacity in such event necessary permission needs to be obtained from this Court and in absence of the same the present suit is not maintainable and deserves to be dismissed.

D. As per own pleading of the plaintiffs, in paragraph no. 5 the necessary permission to sell the suit property was granted on 23/10/2020 and the plaintiffs aware about the same and if they had any cause to file/ institute any proceedings against the society, same should have been brought within a period of 3 years from the date of permission granted to sell the suit property i.e. up to 22/09/2023. As per own pleading of plaintiffs in paragraph no. 7 (F) the tender was opened on 08/06/2022 and the same was allotted to the Defendant no. 8 and the suit ought to have been brought within a period of 3 years from 08/06/2022 i.e. 07/06/2025. Therefore, suit is barred by limitation.

E. Plaintiffs have not shown in the plaint how and in what manner they can file the suit against the Defendant no.7 society and how they can seek cancellation of sale deed executed by Defendant no. 7 in favour of Defendant no. 8 and thereafter sale deed executed by Defendant no.8 in favour of Defendant no.9.

F. Plaintiffs are signatory to the said resolution affirming the transaction in favour of Defendant no.8 and thus as per principle of Estoppel, now Plaintiffs are estopped to challenge tender process and/or sale deed in favour of defendant no.8 and 9.

**Specific Pleading :**

13. They have admitted description of the suit property and registration of the said two sale deeds mentioned in plaint as it is matter of record. They further admitted that defendant No. 1 to 5 are the Statutory Authorities and the Defendant No.6 and 7 are the Chairman and Managing Director of the Society namely Kai. Sheshrao Patil Ginning & Pressing Society, Pusad i.e. Defendant No. 7. But they

specifically denied that the Plaintiff nos.1 & 2 are Vice President of Defendant no.7 and Plaintiff nos.3 and 4 are present Directors of Defendant no.7.

**14.** It is submitted that defendant no.7 had applied for grant of permission to sell the suit property along with plant and machineries and accordingly permission was granted by the Defendant no.1 vide order dated 23/10/2020 and the Director of Marketing as per the said order had appointed three-member committee consisting of District Deputy Registrar (Defendant no.3), Yavatmal, District Special Audit Officer Co-operative Society Yavatmal and Assistant Registrar Co-operative Society Pusad (Defendant no.4).

**15.** It is submitted that Defendant no.7 issued public notice inviting the bid from public at large in Dainik Bhaskar and Maharashtra Times. It is further submitted that in the tender notice published in the newspapers and it was specifically mentioned that Sale of assets include land, building, plant and machinery and the same is on "as is where is and what is basis". In the newspaper it was specifically mention that upset price for the same will be 33, 2 ,81,000/-. Defendant no. 8 after reading the tender notice published in the newspaper had participated in the tender proceedings. There were four participants who has submitted their bids (i) Ms. Jaswant Singh Oberoi Construction Pvt. Yavatmal, tender amount Rs. 34,75,00,000/- (ii) R.C. Plasto Tack and Pipes Private Limited Nagpur (Defendant no.8), tender amount Rs. 35,01,00,000/- (iii) Ms. Eagle Infrastructure India Limited Ulhasnagar, tender amount Rs. 34,05,00,000/- (iv) Sara Spintex India Private Limited Yavatmal, tender amount Rs. 34,25,00,000/-. In that special meeting of the society held on 08/06/2022, the tenders were opened before the board of directors of society, tenderers and the above named three members committee. It was revealed that R. C. Plasto Tanks and Pipes Pvt. Ltd. i. e. Defendant no. 8 was the highest bidder and it was further asked in the meeting whether any tenderer can pay more amount but the same was refused and being highest bidder, the

tender was awarded to Defendant no. 8 and after making the entire payment of sell consideration amounting to Rs. 35,01,00,000/- sale deed came to be executed and registered on 21/07/2022 by Defendant no.7 in favour of Defendant no. 8.

**16.** It is further submitted that as per Tender Condition, Defendant no. 8 has paid Rs. 8, 75 ,25,000/- to Defendant no. 7. It is further submitted that Defendant no. 8 has paid balance sale consideration to the Defendant no. 7 and in pursuance to which Sale Deed is executed in favour of Defendant no. 8 on 21/07/2022. Defendant no. 8 had purchased the property in the year 2022 and above the market valuation and has paid Rs.35,01,00,000/- to the Defendant no. 7. Defendant no. 8 has paid stamp duty amounting to Rs.2,10,06,000/- and registration charges Rs.30000/-. The Defendant no.8 has paid total Rs.37,11,36,000/-towards the purchase of the property which is inclusive of sale consideration, stamp duty and registration charges.

**17.** It is further submitted that necessary permission for sell was granted by Defendant no.1 in the year 23.10.2020 and sell is confirmed on 21.7.2022 and present suit is filed on 18/07/2025 at very belated stage, when all actions had been completed. The plaintiffs had allowed the tender process to go ahead after the year 2020, 2022 and the entire tender process was completed and the sale deed was executed in favour of Defendant no.8.

**18.** It is further submitted that, Defendant no. 8 had sold the said property to Defendant no.9 for total consideration of Rs. 37,61,00,000/- vide Sale Deed dated 21/12/2023, registered with the office of Sub-Registrar Pusad, at Sr. No 6748/2023.

**19.** It is further submitted that the said property was under Industrial Zone and as such the application was moved to convert the same in the Commercial Cum Residential Zone and accordingly the same was done by planning authorities for which an amount of Rs. 1,62,00,000/- were deposited with the authorities. Thereafter, necessary notification was issued.

**20.** It is further submitted that, Nagar parishad Pusad i. e. Defendant no.05 had sanctioned the Residential Layout vide its order dated 20/05/2024 comprising of various plots or various sizes. The Defendant no. 9 have developed the entire land, converted the same into the various plots, constructed cement roads etc. and develop the same and by spending crores of Rupees on the same and there is substantial development on the said land which has not been disclosed by Plaintiffs.

**21.** It is further submitted that, Defendant no.7 had complied with all the applicable procedure and rules in respect of tender process and had sold the property to the Defendant no. 8, which has been permitted by the shareholders/members including the plaintiffs of Defendant no.7 and the plaintiffs have taken active participation in the meetings which has been held by Defendant no. 7 while taking the decision and passing various resolutions and now Plaintiffs are estopped from challenging the tender process, actions and or sale deeds.

**22.** It is further submitted that since March 2020 till 2022 the entire world was suffering from Covid-19. The life was stand still and lakhs of people died during that period in India. The Economy, Share Market, Real Estate business was very sluggish and hardly there were any transaction. There was recession in all the sectors. As there was slump in business of real estate, Government of Maharashtra had reduced the Stamp Duty to promote the Sale Transaction. Thus, the alleged contention that suit property is sold at meager price is false and baseless. That, inspite of the above the Defendant no. 8 had purchased the property much above the market valuation and as stated above invested crores of Rupees and now the Plaintiffs in the year 2025 cannot challenged the action taken place since 2020 till 2022.

**23.** It is further submitted that plaintiffs including their friends started making complaints in respect of the suit properties with the various authorities, after the property was purchased by

Defendant no. 8 by making a payment of entire sale consideration. It was only done just to create records and pressurise the various authorities. The complaint in respect of the suit property was made with Maharashtra State Waqf Tribunal at Aurangabad alleging that the suit property is waqf property and as such the complaint were made and thereafter Maharashtra State Waqf Tribunal at Aurangabad vide Waqf Application No.42/2022 passed the order and declared that the same was not the waqf property and it was further observed that the Defendant no.7/Society had sold the suit property to Defendant no. 8.

**24.** It is further submitted that one of the person Mr. Dyaneshwar Tadse had filed complaint before the Co-operative Court being Dispute no. C.C.A No. 96/2023 in which the court has rejected the injunction application.

**25.** It is further submitted that Mr. Ashok Babar, Vishwas Tadse, Arun Ramkrushna Thakre, Ashok Vittalrao Raut, Mainabai Shambhaji Thakre, Shubhash Telange and Punjabrao Deshmukh had filed Writ Petition No. 3477/2024 and Mr. Satish Malpani had filed Writ Petition No.2131 of 2024 in which plaintiffs including the Petitioners in the above referred petitions were filing their respective documents/alleged complaints in each other cases. The plaintiffs have taken active participation before the Hon'ble High Court alongwith the above petitioners and somehow wanted to take adverse order against the Defendant no. 8 & 9 after execution of their respective sale deed. The prayer clause made in the above petitions it can be ascertain that the petitioners in the above petition have prayed for interim relief were by directing the Defendant no. 9 not to create third party interest and the Hon'ble High Court has directed that in case they are in case Defendant No. 8 and 9 intends to create third party interest the subsequent purchaser shall be notified above the present pending litigations and said transaction shall be subject to the decision of this court in the pending petition. Plaintiffs are claiming injunction from alienating the plots and creating third party interest

in respect of suit property. But in view of order passed by the Hon'ble High Court, this application had become infructuous and is liable to be rejected.

**26.** Defendant no.9 had invested huge amount for purchase of suit property and incurred crores of rupees to develop the site. He has carried out development work such as construction of roads, levelling of site, demarcation of plots, excavation of drainage, erected electric poles etc. It the defendant no.9 who will be prejudice if any injunction is granted and defendant no.9 will suffer irreparable loss which cannot be compensated in terms of money. Thus, the plaintiffs do not have any right, title, interest to initiate any proceedings against the Defendant no.8 & 9 who are the bonafide purchaser of the suit property and Defendant no. 9 is the present owner of the suit property and application for grant of temporary injunction needs to be rejected and suit needs to be dismissed with cost besides exemplary cost. Accordingly, they prayed for rejection of this application.

**27.** Defendants No.8 and 9 relied on ratio laid down by the Hon'ble High Court in the case of **Shailaja Kamalakar Limaye and other -Vs- Nilkanth Ganesh Pethe and others, 2010(4) Mh L.J.**

**28.** On perusal of application and say, the following points arise for my determination. I have recorded my findings on them for the reasons as given below:

<u>Sr. No.</u>	<u>Points</u>	<u>Findings</u>
01.	Whether plaintiffs have prima-facie case ?	...Yes.
02.	Whether balance of convenience lies in favour of plaintiffs ?	...Yes.
03.	Whether plaintiffs will suffer irreparable loss, if temporary injunction is not granted?	...No.
04.	What order ?	-As per final order.

## REASONS

### As to Point Nos.1 to 4:

**29.** To prove the case, plaintiffs have filed documents at list Exh.3 and 48. Whereas defendants have filed documents at list Exh.39 and 41.

**30.** Heard for plaintiffs and defendant no.8 and 9 at length. Perused application, written statement and documents placed on record.

**31.** I have gone through the plaint Exh.1. It shows that plaintiffs sought the relief of recovery of possession of the suit property along with declaration about the sale deeds dt.21/07/2022 and 22/12/2023 as null and void, cancellation of the said sale deeds and permanent injunction. Whereas in the present application plaintiff sought interim injunction against defendant No.9 for restraining him from developing the suit property and alienation of the suit property. No doubt defendant No.8 and 9 filed their written statement and resisted for the same.

**32.** Defendant No.8 and 9 taken preliminary objections as regards right of the plaintiffs to file the suit, jurisdiction of Civil Court to entertain the present suit, non-filing of the suit in limitation, principle of estoppel is applied to the plaintiffs, maintainability of the suit.

**33.** Defendant No.09 submitted that plaintiffs have no authority or right to file present suit as defendant No.7 has not authorised for the same. To consider this objection I have gone through the record. No doubt pleading at Exh.01 shows that plaintiff no.1 is the vice president plaintiff No.2 Ex-vice president and plaintiff No.3 and 4 are the directors, of the defendant No.7 society. It is the matter of record that defendant No.9 denied the status of the plaintiffs. Plaintiffs have file certified copy of sale deed dt.21/07/2022 at list Exh.03 as document no.1. It is the matter of record that execution of the said sale deed is not denied by the defendant No.9. Page no.53 (registration page number) shows that on 08/06/2022

plaintiff No.1 and 03 were directors of the defendant No.7 society and plaintiff no.02 was vice president of defendant society. It made clear that these plaintiffs were having relation with the defendant society when the said resolution was passed on 08/06/2022. To show the current status of the plaintiffs they have filed some documents at list Exh.48. Document No.17 is related with the same. It is a xerox copy of the letter dt.31/03/2025 which was given by the plaintiffs to the defendant No.1 as regards complaint about the selling of machinery and articles at meager price and illegally, which was installed on the suit property. It was issued on the letter-pad of defendant No.7 and plaintiff No.1 was put his signature along with stamp of his designation in the defendant No.7 society. Whereas plaintiff No.3 and 4 shows they are directors of the society. Document No.19 is the report submitted by the defendant No.4 to the defendant No.3 as regards the said complaint. No doubt defendant No.4 have not denied the status of the plaintiffs in the said defendant No.7 society. In my view at this stage these documents are sufficient to hold that plaintiffs are concerned with the defendant No.7 society.

**34.** Now it is to be seen that whether plaintiffs have right to file the present suit. No doubt plaintiffs have not filed any document to show that they have authorised by the defendant No.7 for filing the present suit. But in my view plaintiffs are entitled or having right to challenge the said two sale deeds as they were/are directors of the defendant society. Plaintiffs came with the theory that defendant No.6 and 7 sold out suit property to the defendant No.8 by violating the terms and conditions of the order dt.23/10/2020 passed by defendant No.1. They alleged that defendant No.6 and 7 sold out suit property at meager price than mentioned in the said order. Plaintiffs are trying to show the illegality committed by the defendant No 6 and 7 while proceeding for selling the suit property to the defendant No.8. In this context in my view plaintiffs have authority to challenge the said procedure and having right to file the present suit.

**35.** Defendants have taken second objection as regards

maintainability of the suit in the Civil Court. It is submitted that defendant No.7 is the society registered under the Maharashtra Co-operative society Act and as per Section 163 of the said Act, this court does not have jurisdiction to try and entertain any dispute which are related to the society or instituted against the society and any member thereof or any matter touching the affairs of the society. As against plaintiffs are submitted that civil Court has jurisdiction to grant the civil reliefs as claimed by the plaintiffs. Plaintiffs are relied on ratio laid down in the case of Sanjivani Borade(supra) and in the case of Milind Meshram(Supra). I have gone through these two citations and ratios laid down in these citations are guiding principle for me while deciding this application.

**36.** I have gone through the pleading of the plaintiffs and documents placed on record by the both parties. Pleading of plaintiffs made clear that there is no dispute as regards, registration of the society, winding up and dissolution of the society, right of management of the society, related to the business of the society, therefore provision of section 163 is not attracted to the present dispute. Second thing is that nothing on record that selling of land or purchasing of land is the business of defendant society. Name of the defendant No.7 itself shows that society having business in the ginning and pressing the cotton and procedure there on. Therefore, provision section of 91 of the said Act also is not applicable to the present dispute. Thus, reliefs claimed by the plaintiffs and mentioned in the plaint are in the powers of the Civil Court. Hence this court has jurisdiction to try the present suit. Therefore, ratio laid in the case of Sanhivani Borade is not applicable to the case in hand because in that case there was private sale transaction between the parties, but in the case in hand plaintiffs are claiming directors of the defendant society and claim reliefs in the plaint. But ratio laid down in the case Milind Meshram is applicable in the case in hand as reliefs sought by the plaintiffs are purely civil in nature.

**37.** Defendant no.8 submitted that entire pleading of the

plaintiff shows they have filed the suit under the representative capacity vide Order 01 Rule 08 of C. P. C, but they have not taken necessary permission from the court and suit is not maintainable on the said count. I have gone through the pleading at Exh.01, but I did not gather the intention of the plaintiffs to file suit in the representative capacity as they have filed the present suit in their official capacity i.e. as a directors/management of the defendant society. Thus, suit is maintainable.

**38.** Defendant No.8 submitted that the said sale deed dt.21/06/2022 was executed by the defendant No.7 society in favour of defendant No.8, therefore plaintiffs have no right to seek cancellation of the said sale deed. In my view, at this stage, it cannot be accepted that plaintiffs have no right to seek cancellation or to seek declaration of the said sale deeds as illegal and void. Because, plaintiffs have filed the suit in their official capacity i.e. as management of the defendant society and it is a matter of trial whether they can seek cancellation of the said sale deeds. But at this stage suit is maintainable as plaintiffs are claiming declarations as regards the said sale deeds along with relief of cancellation.

**39.** Defendant No.8 further submitted that plaintiffs are signatory to the resolution dated 08/06/2022 which was unanimously passed for selling the suit property to the defendant No.8 and now plaintiffs have no authority to challenge the same as per the principle of estoppel. In my view, at this stage principle of estoppel will not help to the defendant as plaintiffs have filed some document at list exh.48 which shows that they made complaint on the day of resolution as regards self price of the suit property. Therefore, it is the matter of trial.

**40.** Plaintiffs have challenged the order dt.23/10/2020 passed by defendant No.1 in respect of selling of suit property. By this order defendant No.1 given permission to sell the suit property. Plaintiffs submitted that the said order was passed without considering the then valuation report and was passed relying on the

old valuation report i.e. for the year 2017-18. No doubt defendant No.8 and 9 denied the said allegations and submitted that the said order is legal one and defendant No. 6 and 7 acted for same.

**41.** It is not disputed fact that defendant No.7 was permitted to sale the suit property vide order dt.23/10/2020 passed by defendant no.1. Copy of the said order is filed by the plaintiffs at list Exh.48 as document no.6. It is xerox copy. On perusal it shows that there is no mentioned that which valuation report was considered by the defendant No.1 while passing the said order. Order is not clear about the same. There are 09 terms and conditions imposed for selling the suit property. Condition no.3 specifically shows that permission was granted to sell the suit property i.e. land for the price amount Rs.32,40,00,000/- and plant and machineries for the price amount of Rs.12,81,500/-. Condition No.2 specified that while selling the property by issuing tender, valuation report and rates of ready reckoner should be considered and sale should be confirmed at the higher amount between it. Thus, these two conditions are important for calling- opening – confirming tender while selling the suit property. Condition No.3 having specific burden on the defendant No.7 that not to sale the suit land for the price less than Rs.32,40,00,000/-, construction and building for the price less than Rs.49,99,500/- and plant and machineries for the price less than Rs.12,81,500/-. While condition No.2 having specific burden to consider valuation report and rate of ready reckoner of the relevant time while selling the suit property and accept one which is having higher rate. So now it is the duty of the defendant No.9 to show that the said conditions are followed by the defendant No.6 and 7 while selling the suit property to the defendant No.8.

**42.** Plaintiffs have filed certified copy of sale deed Dt.21/07/2022 at list Exh.3 as document no.1, which was executed in favour of defendant No.8 by the defendant No.7 society. No doubt defendant No.8 and 9 also field the same copy at list Exh.39 as document no.1. It is important document to show the valuation of the

suit property and procedure adopted by the defendant No.7 while selling the suit property, as relevant documents are attached with it. It shows that defendant No.8 spent amount of Rs.2,10,06000/- for stamp duty and Rs.30000/- for registration fees. It also shows that market value of the suit property is mentioned as Rs.34,92,720420/- and sale price is mentioned as Rs.35,01,00,000/-. Contents of Registration page no.4 are important one. It shows that the suit property including land, structures/building and machineries sold out for price amount of Rs.35,01,00,000/-. In my view it is sufficient to hold that this sale transaction is in consonance with the Condition no.3 of order dt.23/10/2020 passed by the defendant No.1. Because, condition no.3 of the sale permission specified that sale price of land is 32,40,00,000/-, sale price of construction and building is of Rs.49,99,500/- and sale price of plant and machineries is Rs.12,81,500/- (i.e. total amount of Rs.33,02,81,000/-). Thus prima-facie it made clear that sale price mentioned in the sale deed is higher than obligated in the sale permission.

**43.** But question remained that the said valuation or sale price is sufficient to hold that defendant No.7 has complied condition no.2 of the said sale permission. It is the matter of fact that valuation report issued by the concerned authorities and copy of ready reckoner is not attached with the sale deed dt.21/07/2022. Therefore, it is difficult to hold that the said two things are considered by the defendant No.1 while executing the said sale deed and while confirming the tender price offered by the defendant No.8. Defendant No. 8 and 9 have not filed any document to show that the sale price was as per the valuation and ready reckoner (about the relevant year) while proceeding for the same. No doubt plaintiffs have filed some documents at list Exh.48 for demonstrating the actual sale price of the suit property in the year 2022. Document No.13 is the xerox copy of the report Dt.30/01/2024 issued by the Divisional Assistant Registrar Co-operative Society, Amravati to the defendant No.1 as regards valuation of the suit property in the year 2022 and requirement of

taking fresh sale permission in the year 2022. Para No.10 is important one. It shows that it was opined that valuation of the suit property is near about Rs.100 cr., as the suit property now is within the city and it is required to value the same as per the resident/flats rate or value or price. It is also opined that sale permission was granted in the year 2020 and sale process was commenced and completed in the year 2022, without taking fresh permission for sale and without considering the valuation for the year 2022. It is also opined that process of online e-tendering was not followed in the said sale proceeding. Document No.20 is the xerox copy of order dt.30/05/2025 passed by the defendant No.4 for initiating inquiry under Section 83 of The Maharashtra Co-operative Society Act as regards the sale transaction of the suit property. Inquiry was opened on the two points i.e. for valuation of the suit land in the year 2022 and process of online e-tendering was not followed in the said sale proceeding.

**44.** Plaintiffs alleged that considering valuation of the suit property process of e-tendering was to be followed by the defendant No.7 as per the Government circulars. No doubt defendant No.8 and 9 denied the same and submitted that order dt.23/10/2020 was not mandated for e-tendering. It is the matter record that e-tendering process was not followed while selling the suit property. As against copy of sale deed dt.21/07/2022 and copies of paper publications placed at list Exh.48 as document no.10 and 11 specifically shows that manual tender process was followed by the defendant No.7. But document No.13 and 20 these two documents show requirement of e-tendering process for selling the suit property as per the relevant circulars issued by the Governments. Therefore, it can be said that plaintiffs succeed to show there is gray area for accepting the submission in respect of less valuation of the suit property, need of e-tendering while proceeding for sale the suit property. Nothing on record that report at document no.13 and order at document no.20 have been challenged by the defendant No.8 and 9 and matter is sub-

judice before the higher forum.

**45.** Defendant No.8 and 9 have taken objection to the maintainability of this suit on the ground of law of limitation. They submitted that plaintiffs are aware about the order dt.23/10/2020 passed by defendant No.1. They also submitted that plaintiffs are aware about the sale process in the year 2022 and they are signatory at the time of confirming the higher tender while passing resolution by the board of directors of the defendant No.7 on dt.08/06/2022. Therefore, defendants are submitted that suit is not in limitation.

**46.** No doubt it is pleading of plaintiffs in para no.4 and 5 of the plaint that, defendant No.1 while giving sale permission as per order dt.23/10/2020 was considered valuation of the financial year 2017-18 and wrongfully granted the said permission for selling the suit property. Nothing on record that plaintiffs were aware about this order in the year 2020 and till 2022. It is the matter of trial. Therefore, it is the mixed question fact and law. But considering the knowledge of passing resolution on 08/06/2022 before or in the presence of board of directors including plaintiffs, it can be said that plaintiffs are aware about the said resolution as they are signatory for the same. In plaint para no.7-F plaintiffs specifically stated that on 08/06/2020 when the bid was opened, the plaintiffs no.1 to 3 raised written objection to the defendant No.6 regarding the bid amount as it was very less, but the defendant No.6 ignored the same. No doubt plaintiffs have filed some documents at list Exh.48 as document no.8 and 9 to show that they had taken written objections before the defendant No.7 and defendant No.4. Document no.8 is consisting with five complaints. Complaint dt.08/06/2022 was given by plaintiff No.1 alongwith other two persons. Other two persons have not mentioned their name in the complaint. Whereas complaint dt.15/06/2022 was given by the plaintiff No.2. Complaint dt.09/06/2022 was given by the plaintiff No.1, 2 and 3 to the defendant No.4 and other two complaint dt.17/06/2000 was given by the plaintiffs No.2 and 3 to the defendant No.4. No doubt defendant No.1 to 3 have taken objection

as regards selling of suit properties in less amount or meager amount. But I do not find any record or documents that plaintiff No.4 is aware about the resolution dt.08/06/2022 and he was having knowledge for the same. Therefore, it is the matter of trial and it is the mixed question fact and law as regards plaintiff No.4. Therefore, at this stage it can be said that suit is not barred by the law of limitation.

47. Thus, plaintiffs shown prima-facie case that the suit property was sold out at meager price than real valuation of the year 2022. They also show that auction or tender process was followed without e-tendering. Therefore, legality of order dt.23/10/2020 and sale process for sale deed dt.21/07/2022 is in question. By this application plaintiffs are claiming order of temporary injunction against the defendant No.9 for restraining him from developing the suit property and demarcating the plots and further alienating the plots to any person by way of transfer of any kind such as sale, gift, exchange, mortgage etc. from the suit property and from creating third party interest over the suit property till the final decision of the suit. It prima-facie shows that plaintiffs claiming two reliefs in this application. But pleading of the plaintiffs as well as defendant No.8 and 9 made clear that development work over the suit property is completed by the defendant No.9. Therefore, in my view this relief become infructuous. They claimed second relief that to restrain defendant No.9 from alienation of the plots by any mode. When I am going to consider this prayer learned counsel for defendant No.8 and 9 invited my attention towards the order of the Hon'ble High Court dt.20/08/2025 passed in Writ Petition No.2131/2024 and 3477/2024. Downloaded copy of the said Order placed at list exh.39 as document no.9. I have gone through the order of the Honble High Court. It made clear that one Satish Gulbchand Malpani and Ashok Shankarrao Babar and others have filed the said writ petitions separately and challenged legality of the order dt.30/10/2020 passed by the defendant No.1 and sale proceeding in respect of the suit property. Hon'ble High Court directed the Assistant Registrar Co-operative

Society, Pusad to complete the inquiry under section 83 of the Co-operative Society Act within the period of five months. Para no.12 to 15 of the Order are important and reproduced the same as below:-

*“12. It is further made clear that this interim order will not affect the other pending proceeding between the parties before the Co-operative Court or the Civil Court.*

*13. Respondent No.9 and 10 in Writ petition No.2132/2024 are hereby directed that in case they are intending to create third-party interest, the subsequent purchaser shall be notified about the present pending litigation and the said transaction shall be subject to the decision of the Court in the pending partitions.*

*14. The present petition remain pending till the conclusion of enquiry under Section 83 of the Act for a period of further five months as directed above. All the contentions of the parties are expressly kept open.*

*15. List the matter in the 1<sup>st</sup> week of December 2025.”*

**48.** Thus, Order of the Hon’ble High Court shows that issue of illegality of the order dt 23/10/2020 and issue of sale procedure of the suit property was dealt with by the Hon’ble High Court and interim order was passed in that respect. In view of para no.12 of the Order it can be said that as a Civil Court I have taken in to consideration the pleading of the plaintiffs and defendant No.8 and 9 and found that plaintiffs shown prima-facie case. But, as regards relief of temporary injunction sought by the plaintiffs in the present application against the defendant No.9, I am not inclined to grant the same, as Hon’ble High Court has given liberty to the respondent No.9 and 10 in Writ Petition No.2131/2024 for creating third interest if they intended. Therefore, it can be said that plaintiffs have no irreparable loss if application rejected as balance convenances is not in favour of plaintiffs at this stage. Thus, this application is liable to be rejected. I do not find ratio laid down in the case of Harish Patel,

in the case of Harish Tejwani will not help to the plaintiffs in the case in hand. Because issue is pending before the Hon'ble High Court in the Writ Petitions and Hon'ble High Court passed interim order. Also ratio laid down by the Hon'ble High Court in the case of Shailaja Limaye is not applicable to the case in hand. Because this court is not inclined to grant temporary injunction in the case in hand. Accordingly, I have given answer to point no.1 in affirmative and answer to point no.2 and 3 in negative and as answer to point no.4 I proceed to passed following order-

**ORDER**

1. Application (Exh.5) is hereby rejected.
2. Costs in cause.

Date : 20/09/2025

**(Satish Y. Kadam)**  
Civil Judge Senior Division,  
Pusad.