

MHTH310269602025

R.C.S. No.1681/2025



Vijay Shivaji Pawar
Vs.
Crystal Co operative Housing Society Ltd
Through its Secretary Praveen Kawa

ORDER BELOW EXH. 5

The plaintiff has filed present application for interim and ad-interim relief in terms of prayer clause (a) to (e) of present application.

2] Read application.

3] Heard Ld. Advocate Swapnil Naik for plaintiff at considerable length.

4] Perused plaint and documents on the record. Plaintiff has filed present suit for declaration and injunction. It is the contention of the plaintiff that the plaintiff is the owner of flat No.B/202 of defendant No.1 society. The defendant No.1 is Co-operative Housing Society registered as per law. The defendant No.2 is partnership firm. The defendant No.3 and 4 are partners of defendant No.2. The plaintiff is the owner of suit property mentioned in the paragraph No.1 of present application. The suit property was 25 years old. It was in a dilapidated conditions. Therefore, the said society in its Special General Body Meeting held on 29th July 2018 had passed resolution and decided to go for re-development of said building. Till December 2022, the said society had not called any meeting for re-development of said

building. On 21st January 2023, the committee member of the said society called re-development of said building.

5] It is the contention of plaintiff that the Special General Meeting held on 30th December 2023 was conducted with quorum of 12 members which was less than required quorum. The said society had illegally invited the representatives of defendant No.2 and M/s. Magic Star Development to attend the meeting on 28th January 2024. The said society on 28 January 2024 approved the defendant No.2 for carrying out re-development of said building without conducting proper voting. The tenure of committee of said building had expired month of December 2023. It is the contention of the plaintiff that the said committee has not followed the mandatory procedure laid down under Government resolutions dated 03rd January 2009 and 4th July 2019 for re-development of Co-operative Housing Society. Record also shows that The Divisional Joint Registrar, Co-operative Society, Kokan Division, Navi Mumbai has quashed the order of Deputy Registrar, Co-Operative Society, Thane and sent the matter for fresh consideration.

6] It is the contention of the plaintiff that the Divisional Joint Registrar had specifically directed that re-development process must be re-examined and carried out strictly accordance with Government resolution dated 04th July 2019. It also shows that before having the whole procedure of appointment of defendant No.2, there was an Memorandum Of Understanding dated 23rd January 2024 between the respondent No.2 and the said society. It also shows that the said society has passed

resolution No.12 in its Annual General Meeting held on 07th September 2025 for temporary injunction restraining defendant from undertaking further steps in respect of re-development work of the suit property.

7] I have also gone through the order passed by Deputy Registrar Co-operative on dated 10.10..2025 in the said order it is mentioned that the M/s. Swastik Developers is also selected by the said society to work with defendant No.2. After perusing the all documents of record prima-facie it reveals that the plaintiff has made out strong prima-faice case. The xerox copy filed by plaintiff on record shows that the defendant No.2 is going to re-develop the said suit property in such situation if the relief is sought by plaintiff is not granted then plaintiff is suffer irreparable loss and grave hardship will be caused to the plaintiff. On the other hand, no such prejudice will be caused to the defendants. So, in such case, if some protection in the form of status quo or appropriate order till next date is not granted then suit would be in fructuous. Mere granting such relief for limited duration will not preclude the defendant to contest the claim.

8] So, considering the above discussions, I pass the following order:

ORDER

1. The both parties to the suit are hereby directed to maintain the status-quo till next date.
2. Meanwhile, issue notice to the defendants returnable on next date 30.10.2025.

3. The plaintiff to comply provision of Order 39 Rule 2 of CPC.
4. E.P. & S.B. allowed, if any.

Mira-Bhayandar

(A. D. Patil)

Dated 15.10.2025.

Civil Judge J.D. Mira-Bhayandar.

CERTIFICATE

I affirm that the contents of this PDF file order are same word to word, as per the original order.

Name of the Stenographer :- S. V. Patil

Court :- A. D. Patil, C.J.J.D. & J.M.F.C.,
Mira-Bhayandar.

Date :- 15/10/2025

Order Signed by the presiding
officer on :- 15/10/2025

Order uploaded on :- 15/10/2025