

Ajay

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**APPEAL FROM ORDER NO. 651 OF 2025
WITH
INTERIM APPLICATION NO. 13577 OF 2025
IN
APPEAL FROM ORDER NO. 651 OF 2025**

Rajesh Singh and Anr. .. Appellants
Versus
Kesley Building No.2, Co-operative Housing
Society and Anr. .. Respondents

**WITH
APPEAL FROM ORDER NO. 652 OF 2025
WITH
INTERIM APPLICATION NO. 13578 OF 2025
IN
APPEAL FROM ORDER NO. 652 OF 2025**

Rajesh Singh and Anr. .. Appellants
Versus
Kesley Building No.2, Co-operative Housing
Society and Anr. .. Respondents

**WITH
APPEAL FROM ORDER NO. 653 OF 2025
WITH
INTERIM APPLICATION NO. 13580 OF 2025
IN
APPEAL FROM ORDER NO. 653 OF 2025**

Shivam Rajesh Singh .. Appellant
Versus
Kesley Building No.2, Co-operative Housing
Society and Anr. .. Respondents

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- Mr. Vishwajeet Kapse, Advocate i/by Mr. Rajesh Singh a/w. Mr. Rahul Singh, Mr. Ashish Singh, Mr. Ranjan Singh, Kamal Mishra and Sauran Singh, Advocates for Appellants.
 - Mr. Rajesh B. Parab, Advocate for Respondent No.1.
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CORAM : MILIND N. JADHAV, J.

DATE : MARCH 26, 2026.

P.C.:

1. Heard Mr. Kapse, learned Advocate for Appellants and Mr. Parab, learned Advocate for Respondent No.1.
2. There are two practicing Advocates at the bar who are the litigants before me. Appellant before me is the Ex-Secretary of the Co-operative Housing Society. Respondent before me is the current Secretary of the Co-operative Housing Society. Society has gone in for redevelopment. It has 60 members.
3. Grievance is raised by Appellant who is the original Plaintiff by filing Suit in the Trial Court seeking disclosure and entitlement of redevelopment area as per approved plan.
4. According to Appellant – Plaintiff, the entitlement which has been finalised by the Society as on date is at a reduced area as compared to the sanctioned plan which were negotiated previously by the Plaintiff when he was the Secretary.
5. Be that as it may and whatever is the Suit proceedings filed, the law is equal for everybody. All members of the Society will be entitled to their respective legitimate areas strictly according to law and in terms of the Development Agreement and sanctioned / approved plan.

6. The dichotomy raised by Appellant – Plaintiff is between sanctioned plan and approved plan which this Court fails to understand. According to the learned Advocate for Plaintiff – Appellant, the sanctioned plan at the inception stage when the Society building was built would give a higher area.

7. Mr. Parab, learned Advocate appearing for the Society is directed by the Court to give the list of all 60 members alongwith the redevelopment area allocated in respect of them as against the area held by them as per the plans which are approved by the Society and considered by the Society for redevelopment and the Development Agreement. After the same is given to the Court, it shall be shared with the learned Advocate for Appellant – Plaintiff and his objection will be thereafter heard.

8. Needless to state that the statement which shall be given by Mr. Parab will be based upon the approved plan which shall be annexed thereto and the Development Agreement and it shall be filed on Affidavit.

9. Needless to state that in the interregnum if the Society or Mr. Parab can give inspection of the sanctioned plan / approved plan on the basis of which redevelopment area has been finalised to all members to Mr. Kapse, the same shall be considered by Mr. Kapse and accordingly the Court shall be apprised on the next adjourned date if

any further grievance remains. Without prejudice to the rights and contentions of both the sides the aforesaid direction has been passed.

10. Stand over to **9th April 2026**. To be placed under the caption **‘First on Board’**.

[MILIND N. JADHAV, J.]

Ajay

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by AJAY
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