

HARSHADA H. SAWANT
(P.A.)

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION (L) NO.42431 OF 2025
WITH
INTERIM APPLICATION (L) NO.42417 OF 2025
IN
COMMERCIAL SUIT (L) NO.42249 OF 2025

Romell Real Estate Pvt. Ltd.

.. Plaintiff

Versus

District Deputy Registrar,

Cooperative Societies, Mumbai City-4 and

Competent Authority and Ors.

.. Defendants

-
- Mr. Drupad S. Patil a/w. Mr. Shivraj R. Patil and Mr. Aditya P. Shirke, Advocates for Plaintiff.
-

CORAM : MILIND N. JADHAV, J.

DATE : JANUARY 07, 2026

P.C.:

- 1.** Not on Board. Mentioned by way of filing praecipe dated 07.01.2026. Perused the praecipe.
- 2.** Heard Mr. Patil, learned Advocate for Plaintiff – who is the Developer.
- 3.** A fresh Suit has been filed challenging the Deemed Conveyance order and sale certificate dated 31.12.2024 issued by the Competent Authority in favour of private Respondent – Society. Suit has been filed after a hiatus of one year primarily because Plaintiff was prosecuting a Writ Petition before this Court wherein this Court refused to entertain disputed questions of fact and granted leave and

liberty to Plaintiff to file appropriate civil Suit to agitate its grievance. Primary grievance of Plaintiff is that Deemed Conveyance given to the private Respondent – Society is in respect of area admeasuring 5,000 sq.mtr. and according to the Plaintiff it ought to have been restricted to only 2700 sq.mtr. Application seeking NOC under the ULC Act has been filed by the Society before the Collector and which has been heard by the Collector and closed for orders. Hence urgency is expressed for hearing the Interim Application.

4. Development of the entire larger layout is in the process of completion as on date.

5. Mr. Patil informs Court that building No.11 thereon is under construction. He would submit that if the said Deemed Conveyance area is allowed to be fructified as granted by the sale certificate, the Society would get undue benefit over and beyond its entitlement *qua* Building Nos.1 which is fully completed and proposed Building No.11 and it shall clearly affect the substantive rights of the Plaintiff Developer as also occupants of Building No.1 and prospective occupants of Building No.11.

6. Be that as it may, private Respondents namely Society will have to be heard.

7. At the outset, Mr. Patil persuades the Court to consider the exigency involved on a question being put by the Court. He would

submit that pursuant to grant of Deemed Conveyance order, the Society has made an Application to the Collector seeking No-Objection Certificate under the ULC. He would submit that an Application has been made under ULC pursuant to which the Society has already applied to the Collector and Society has been heard and matter has been closed for orders. He would submit that if orders are passed therein it will lead to multiplicity of proceedings.

8. Be that as it may, the aforesaid *lis* can only be decided after hearing the Society who has received the Deemed Conveyance. Though notice of today's mentioning has been given, *prima facie* it appears that the notice is short.

9. In that view of the matter, in so far as Interim Application (Lodging) No.42431 of 2025 is concerned, issue notice to Respondents / Defendants.

10. Humdast permitted. In addition to Court's notice, Plaintiff are directed to serve the Defendants a copy of this order and copy of Interim Application and Suit forthwith and inform about the next date of hearing by any permissible mode of service and file appropriate affidavit of service with tangible proof thereof.

11. Defendants namely Society are directed to remain present, either themselves or their Advocates / Pleaders and apprise the Court about their objections by filing appropriate Affidavit-in-Reply before

the next adjourned date. Copy of this order and all proceedings shall be served on all Defendants forthwith.

12. In so far as Interim Application (Lodging) No.42417 of 2025 is concerned, in view of exigency expressed by Mr. Patil and as averred in the Application, the said Application stands allowed in terms of prayer clause (a).

13. List Interim Application (Lodging) No.42431 of 2025 on **21st January, 2026.**

14. Interim Application (Lodging) No.42417 of 2025 is disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

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by HARSHADA
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