



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

INTERIM APPLICATION NO. 7225 OF 2026

IN

WRIT PETITION (ST) NO. 7066 OF 2026

Rajesh Gambhirdas Shah and Ors

...Applicants/Petitioners

V/s.

Jayesh Pannalal Shah and Ors

...Respondents

Mr. Vinit J. Mehta *for Applicant/Petitioners.*

Ms. S. D. Chipade, *AGP for Respondent-State.*

CORAM: SANDEEP V. MARNE, J.

DATED: 16 SEPTEMBER 2026.

P.C.:

Interim Application No. 7225 of 2026:-

1) The Application is filed seeking restoration of the Petition which is dismissed for non removal of office objections. In view of the reasons pleaded in the Application and with a view to provide an opportunity to the Applicants to prosecute the Petition on merits, I deem it appropriate to recall the order dismissing the Petition and to restore the same. Accordingly, Writ Petition is restored. Interim Application is allowed and **disposed of.**

**Writ Petition (St) No. 7066 of 2026:-**

2) The Petition challenges order dated 26 June 2025 passed by the Divisional Joint Registrar, Co-operative Societies, Mumbai Division, Mumbai (**Divisional Joint Registrar**) dismissing Revision Application No. 384 of 2023 preferred by the Petitioners and confirming order dated 1 June 2015 passed by the Deputy Registrar, Co-op. Society, N-ward, Mumbai (**Deputy Registrar**). It appears that revision was preferred by the Petitioners after considerable delay of 8 long years. However, the Divisional Joint Registrar has proceeded to condone the delay in filing the Revision Application and has thereafter dismissed the Revision Application on merits.

3) Perusal of the order passed by the Divisional Joint Registrar would indicate that an Agreement for Sale dated 31 March 1994 was executed in favour of Respondent No. 1 in respect of flat No. A-101. On the strength of the said agreement Respondent No. 1 applied for membership of the society. It appears that Respondent No. 1 was also put in physical possession of the flat. According to the Petitioners, Respondent No. 1 did not pay full consideration agreed as per Agreement and accordingly the Agreement was canceled on 30 April 1995. It however appears that a Deed of Declaration dated 18 October 2006 is subsequently executed and registered. If Petitioners believe that Respondent No. 1 has not acquired title in the flat on the strength of the Agreement dated 31 March 1994, the remedy of the Petitioners lies elsewhere. It is well settled position that mere grant of membership in a Co-operative Housing Society does not confer title on the person in whose name the membership is transferred. The Registrar cannot

undertake intrinsic evidentiary enquiry into the title while exercising jurisdiction under Section 22 of the Maharashtra Co-operative Societies Act, 1960. In the present case, the Deputy Registrar has taken note of Agreement dated 31 March 1994 for grant of membership in favour of Respondent No. 1. As observed above, if the Petitioners believe that Respondent No. 1 does not have title in respect of the flat on account of non payment of full consideration, the Petitioners will have to secure a declaration to that effect from Court of competent jurisdiction. In the event Petitioners succeed in securing a declaration of title in their favour, records of the society can always be brought in tune such declaration.

4) Therefore, I do not find any valid reason to interfere in the impugned order dated 26 June 2025 passed by the Divisional Joint Registrar. Leaving open remedy to the Petitioners to secure appropriate declaration from the Civil Court, Writ Petition is **disposed of**.

**[SANDEEP V. MARNE, J.]**