

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH, NAGPUR.

WRIT PETITION NO.4287 OF 2016

Dadarao s/o Zapruji Dangore

-vs-

Murlidhar Co-operative Housing Society Ltd. Nagpur Thr. Its Chairman and ors.

Office notes, Office Memoranda of
Coram, appearances, Court's orders
or directions and Registrar's orders.

Court's or Judge's Orders.

Shri A. K. Choube, Advocate for petitioner.

Shri R. Dhoble, Advocate for respondents.

CORAM : A.S.CHANDURKAR, J.

DATE : September 09, 2019

The petitioner is the original disputant who is aggrieved by the judgment of the Co-operative Court dismissing the dispute as filed for declaration that the sale-deed executed by the respondent No.1-Society on 04/08/1999 in favour of respondent No.3 was illegal. The Co-operative Court has dismissed the appeal challenging that judgment. Hence this writ petition.

2. Heard Shri A. K. Choube, learned counsel for the petitioner and Shri R. Dhoble, learned counsel for the respondent Nos.2 to 4. It is seen that on 26/12/1996 the disputant entered into an agreement for purchasing a plot from the respondent No.1-Society. At that point of time the Society had purchased Khasra No.525/1 from its original owner with a view to carve out various plots for

sale to its members. The Khasra allotted was 143 however that transaction could not be worked out and hence the Society by passing a resolution proceeded to refund the amounts that were received under various agreements from its members. Subsequently in the year 1999 the Society purchased portion of Survey No.260/1 admeasuring 1H 15R. The relevant Khasra number was 144. It is an admitted position that there was no agreement for sale in favour of the petitioner in respect of a plot from Survey No.260/1. The only agreement in his favour was from Survey No.525/1 which was purchased by the Society earlier. Both the Courts have found that the petitioner is not directly concerned with the property sold to respondent No.3. The petitioner in his cross-examination has admitted that the agreement in his favour was in respect of a different plot than the one sold to the respondent No.3. In other words, the Courts have found that the petitioner was not able to indicate existence of any agreement for purchasing a plot from Survey No.260/1. The sale-deed executed in favour of the respondent No.3 is from Survey No.260/1.

3. In that view of the matter it is found that both the Courts have taken into consideration all relevant evidence and have

thereafter found that the disputant has not proved his case. The fact that a cheque of Rs.19,000/- towards refund was also received by the disputant has been taken into consideration. Though the petitioner has stated that the cheque in question was issued by some other party and not the respondent No.1, it is seen that the petitioner did not make any grievance in that regard. Since both the Courts have considered all relevant aspects and have adjudicated the proceedings in accordance with law, I do not find any jurisdictional error committed by the Courts to interfere in writ jurisdiction.

The writ petition is therefore dismissed. No costs.

JUDGE