

Shabnoor

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

WRIT PETITION NO.298 OF 2025

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AYUB
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Ku Annie P.K. @ Smt. Manjiri

Mangesh Waigankar

... Petitioner

V/s.

The State of Maharashtra & Anr.

... Respondents

Mr. Abhijeet J. Kandarkar with Ms. Rashmi Shirke for
the petitioner.

Mr. P.V. Nelson Rajan, AGP for respondent No.1-State.

Mr. Rajesh P. Khobragade i/by Sadkd Pathan, Vinit V.
Dhotre and S. Gaikwad for respondent No.2.

CORAM : AMIT BORKAR, J.

DATED : DECEMBER 18, 2025

P.C.:

1. The dispute before this Court arises from an order of the Divisional Joint Registrar by which the petitioner's request to condone delay was rejected. The delay occurred in filing a revision against a recovery certificate issued under Section 101 of the Maharashtra Co-operative Societies Act, 1960 in favour of the respondent housing society. The petitioner challenges this rejection as unjust and contrary to the material on record.

2. From the record, it clearly appears that the delay did not arise out of negligence or indifference. The delay occurred because settlement discussions were actively going on between the

petitioner and the society. The parties were engaged in resolving the dispute regarding dues. There is no serious contest on record about the method of calculation adopted by the society. More importantly, despite a specific direction of the Co-operative Court to furnish a detailed statement showing bifurcation of principal and interest, the society failed to provide such statement to the petitioner.

3. The minutes of the Annual General Meeting further support the petitioner's case. They show that the managing committee had discussed the petitioner's dues and was considering settlement up to the financial year 2022. It is only after objections were raised by certain members regarding the authority of the managing committee to settle the matter that the petitioner was informed that settlement would not proceed. Immediately thereafter, the petitioner approached the Revisional Authority. The correspondence on record corroborates this sequence of events. These facts clearly show that the petitioner acted bona fide. In such circumstances, the Revisional Authority ought to have condoned the delay.

4. The matter, however, does not end with condonation of delay. The record shows that the Co-operative Court had earlier directed the society to correct its accounts and to furnish a proper statement showing details of principal and interest. Those directions were not complied with. In view of this background, fairness requires that both parties be allowed to place complete material before the Revisional Authority, including calculations prepared by qualified persons, if they so choose.

5. The Revisional Authority shall examine the calculations submitted by both sides. It shall independently assess the correctness of the figures. It shall then determine the exact amount legally payable by the petitioner to the society.
6. The petitioner shall deposit 50 percent of the recoverable amount mentioned in the recovery certificate as it stood on the date of issuance of certificate. This deposit shall be made within four weeks from today. Any amount claimed to have accrued after issuance of the recovery certificate in 2019 shall be ignored for this limited purpose.
7. Upon such deposit, the Revisional Authority shall proceed with adjudication of the exact dues payable by the petitioner, uninfluenced by the earlier rejection of the delay application.
8. It is clarified that if the petitioner fails to deposit the said 50 percent amount within the stipulated four weeks, the Revisional Authority shall not entertain the revision. However, if the deposit is duly made, the Revisional Authority shall complete the adjudication of dues within eight weeks from the date on which proof of deposit is produced.
9. If, upon final computation, it is found that the amount already deposited by the petitioner exceeds the actual dues, the excess amount shall be adjusted against future maintenance payable by the petitioner.
10. Conversely, if the computation shows that the actual dues exceed the deposited amount, the petitioner shall pay the balance amount within eight weeks from the date of such determination.

11. The writ petition is disposed of in the above terms. No order as to costs.

12. All pending interlocutory applications stand disposed of accordingly.

(AMIT BORKAR, J.)