

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 530 OF 2025

Pushpa Khushi Jagtiani

....*Petitioner*

V/s.

District Deputy Registrar,
Co-op. Soc. Eastern Suburbs
and Ors.

....*Respondents*

Mr. Ram U. Singh with *Mr. Ankur Jain* with *Mr. Shailesh Shukla*, for the
Petitioner.

Mr. Bapusaheb B. Dahiphale, *AGP for Respondent Nos.1 and 5-State.*

Mr. Abhay D. Parab *a/w. Mr. Pratik N. Belkar, for Respondent No.2.*

CORAM : SANDEEP V. MARNE, J.

Date : 14 January 2025.

P.C. :

1) The petition challenges the order dated 27 December 2013 together with Corrigendum dated 23 January 2020 issued by the Competent Authority granting unilateral deemed conveyance in respect of the land admeasuring 2992.1 sq.mtrs at City Survey No. 405/7 to 13, Survey No.181 (part), Village-Kanjur, Bhandup (West), Mumbai.

2) Petitioner claims to be a tenant in respect of land admeasuring 585.39 sq.mtrs situated at CTS No.405/4 to 8 and 13 and that therefore the amended certificate of unilateral deemed conveyance covers portion of land in which the Petitioner is the tenant.

3) Perusal of the flat purchase agreement would indicate that the development was undertaken in respect of land admeasuring 2992.1 sq.mtrs on City Survey No.405/7 to 13. The structure of the Petitioner is located on land bearing CTS No.405/5 which has not been conveyed in favour of the Respondent-Society. It is Petitioner's contention that the open space coming under CTS No.405/13 is also in his possession. However, there is nothing on record to indicate that tenancy was created in favour of the Petitioner in respect of land bearing CTS No.405/13. Merely because Petitioner is allegedly using the vacant land for parking vehicles would not mean that he is the tenant in respect of the land bearing CTS No.405/13. It therefore appears that the Competent Authority has conveyed land excluding the tenanted portion of the Petitioner in favour of the Respondent-Society. Therefore, the belated petition instituted by the Petitioner challenging Certificate of deemed conveyance dated 27 December 2013 and Corrigendum dated 23 January 2020 cannot be entertained. Even otherwise, the petition is devoid of merits. He has not undertaken the exercise of measurement of his alleged tenanted land of 585.39 sq.mtrs. Therefore there is nothing on record to indicate that any part of Petitioner's tenanted land is conveyed in favour of the Society. The remit of inquiry under provisions of Section 11 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 is in an extremely narrow compass. The enquiry under Section 11 is aimed at only conveying Promoter's right, title and interest in the land covered by the Flat Purchase Agreement. The impugned order conveys land admeasuring 2992.1 sq.mtrs. which is covered by the Flat Purchase Agreement. Petitioner cannot be permitted to raise the boundary dispute before the Competent Authority. If the Petitioner believes that any of his tenanted portion of land is conveyed to the Respondent-Society or that the Society is

illegally claiming any rights in his tenanted property, he would be at liberty to file suit seeking declaration about his alleged claim. Mere grant of unilateral deemed conveyance would not come in the way of Petitioner pursuing his civil remedy to claim rights in respect of the land bearing CTS No.405/13. The Writ Petition being devoid of merits is accordingly **rejected**.

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[SANDEEP V. MARNE, J.]