

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

WRIT PETITION NO. 539 OF 2025

Kiran Moreshwar Ghumare

... Petitioner

Versus

State of Maharashtra Ministry
of Co-Operative and Ors

... Respondents

Mr. Pramod Bhosale *a/w Mr. Prashant Chavan for the Petitioner.*
Ms. Snehal Jadhav, *AGP for Respondent-State.*

CORAM : SANDEEP V. MARNE, J.

DATE : 15 JANUARY 2025.

P.C. :

1) The Petition challenges order dated 11 December 2023 passed by the Competent Authority and the District Deputy Registrar, Co-operative Societies, Raigad, Alibaug allowing the application filed by Respondent No.3-Society and issuing certificate of unilateral deemed conveyance in respect of the land and building in society's favour.

2) I have heard Mr. Bhosale, the learned counsel appearing for the Petitioner and have considered the submissions by him.

3) Petitioner appears to be the owner of the land, which was given for development to Respondent No.4 by execution of

development agreement. It is Petitioner's case that he and his mother were expected to be given two flats and one shop of a particular area as per the development agreement, but the developer gave them lesser area than the one agreed in the agreement. Another grievance of the Petitioner is that the agreement in respect of the one out of the two shops was not registered by the developer in the name of Petitioner and his mother.

4) The order of deemed conveyance is essentially sought to be upset on the ground that Petitioner did not receive notice of application filed by Respondent No.3-Society. It is contended that Petitioner's mother Sulbha Moreshwar Ghumare was impleaded as Respondent No.2 in the application, who is no more. That there is nothing on record to indicate that notice of the application was ever served on the Petitioner, who is the resident of the same building.

5) In ordinary course, this Court would have considered remanding the proceedings to the Competent Authority for the purpose of granting opportunity of hearing to the Petitioner. However, in the present case the development agreement between Petitioner and Respondent No.4 was executed in the year 1999, the building was constructed and occupancy certificate was issued on 26 April 2001. The Society has been formed by the flat purchasers, which is registered on 14 March 2017. It was therefore, high time that right, title and interest of the Promotor (Respondent No.4) is passed on to the Respondent No.3-Society. Merely because there are disputes between the Petitioner and Respondent No.4-Promotor about non grant of due entitlements to the Petitioner under the development agreement of 1999, the same cannot be a reason for non grant of deemed conveyance of land and building in favour of the

society. Petitioner has not adopted any proceedings against Respondent No.4-Promotor, if he has not received the due entitlement as per the development agreement. Petitioner is otherwise resident of the same building and it is difficult to believe that he was totally oblivious about the application filed by the society, which is backed by resolution adopted by general body of the society. Petitioner has not taken any steps for against society challenging the resolution if the same was adopted without service of notice on him.

6) The present case involves conveyance of land on which a single building has been erected. This is not a case involving in layout development where any portion of the land was either reserved for the Petitioner or any additional building is or is likely to be constructed thereon. In view of absence of any possible defence for the Petitioner in respect of application filed by the Respondent No.3-Society, no fruitful purpose would be served in remanding the proceedings before the Competent Authority for fresh hearing only on the ground that the Petitioner did not receive notice of the application. I am therefore not inclined to exercise jurisdiction under provisions of Article 227 of the Constitution of India, in the light of unique facts and circumstances of the present case. If the Petitioner has any grievance against Respondent No.4 about non receipt of due benefits flowing out of the development agreement, the Petitioner would be at liberty to file appropriate proceedings in that regard. Subject to the above clarification, the Writ Petition is **rejected**.

[SANDEEP V. MARNE, J.]