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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.17541 OF 2024

Raghunath Bandekar Pal ... Petitioner

V/s.

Pragnesh Shah, Chairman, Amardeep
Mahal Coop. Hsg. Soc. Ltd. & Ors. ... Respondents

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Ms. Neeta Jain with Ms. Srushti Patil i/by Mr. Mr.
Alochan Naik for the petitioner.

Mr. E.A. Sasi with Mr. Arnav Rane for respondent
Nos.3, 5, and 6.

Mr. Jay Vakil for respondent No.9.

Mr. Nitin Maniar, respondent No.9, is present in-
person.

CORAM : AMIT BORKAR, J.

DATED : DECEMBER 17, 2025

P.C.:

1. The grievance raised by the petitioner cannot be brushed aside as a mere complaint. The record discloses a continuous course of conduct by the society which has compelled a member to pursue relief from one forum to another. Such conduct, if established, strikes at the very foundation of fairness expected from a cooperative institution.

2. In Dispute No. 183 of 2009, the parties consciously entered into consent terms. The society and the then developer were parties to those terms. Clause 1 records a clear and unequivocal admission that the petitioner is a bona fide member and owner of

premises No. B-03 admeasuring 360 square feet carpet area. Clause 5 confers a specific and enforceable right. It obliges the society and the developer to place the petitioner in physical possession of two closed premises of 180 square feet each for an advance period of eighteen months and thereafter till the occupation certificate is obtained. It further fixes the monthly transit compensation at the agreed rate of Rs. 65 per square foot. These clauses leave no room for ambiguity.

3. It is an admitted position that the earlier development agreement came to be cancelled and a fresh development agreement was executed with respondent No. 9. That agreement contains a list of members. Significantly, the petitioner's name is absent from that list. This omission cannot be viewed lightly, particularly in the background of the binding consent terms.

4. The petitioner's allegation that this exclusion was deliberate carries prima facie substance. The consent terms had crystallised the petitioner's status and rights. By excluding the petitioner from the list of members in the subsequent development agreement, the society appears to have attempted to dilute or defeat those rights. The allegation of collusion between the managing committee and the developer is not fanciful. It arises from the surrounding circumstances and the sequence of events.

5. What aggravates the situation is that, instead of honouring the consent terms, the society chose to institute a civil suit challenging those very terms. Prima facie, therefore, the society is in breach of the consent terms which have the force of an

adjudication. A party cannot first consent to an arrangement before a competent forum and thereafter act in a manner inconsistent with it.

6. This Court is conscious that the power under Article 215 of the Constitution of India is to be exercised with restraint. Contempt jurisdiction is not to be invoked for every infraction. However, where the conduct disclosed is prima facie contumacious and results in deprivation of a member's legitimate and adjudicated rights, the Court cannot remain a silent spectator.

7. Having regard to the admitted consent terms, the subsequent exclusion of the petitioner, and the society's refusal to comply, I am satisfied that a prima facie case is made out for issuance of notice under Rule 9 of the Contempt of Courts (Bombay High Court) Rules, 1994. The notice shall be returnable on 22 December 2025.

8. The Advocate for the society and respondent No. 3 are present before the Court. In these circumstances, no separate notice is required to be served upon the managing committee.

9. The entire managing committee of respondent No. 6 Amar Deep Mahal Cooperative Housing Society Limited shall remain personally present before this Court on 22 December 2025. Their presence is necessary to explain the conduct complained of.

10. The alleged contemnors, respondent Nos. 1 to 5, shall file their replies to the notice on or before 22 December 2025.

11. After granting a full and fair opportunity of hearing to the members of the managing committee, if the Court finds that

contempt has been committed, appropriate and immediate action shall follow on 22 December 2025.

12. Personal presence of respondent No.9-Nitin Maniar pursuant to the order dated 24 November 2025 is dispensed with.

(AMIT BORKAR, J.)