



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.10841 OF 2025**

Durgesh Krishna Jangam ... Petitioner
versus
Shree Krishna Avenue Co-op. Hsg. Soc. Ltd.
And Ors. ... Respondents

Mr. Durgaprasad Sabnis with Mr. Hiten Lala, for Petitioner.
Ms. T.J.Kapre, AGP for Respondent No.4.

CORAM: N.J.JAMADAR, J.

DATE : 12 AUGUST 2025

P.C.

1. Heard the learned Counsel for the parties.
2. The challenge in this Petition is to an order 27 November 2024 passed by the District Deputy Registrar under Section 11 of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer), Act, 1963, thereby granting unilateral deemed conveyance Certificate in respect of an area admeasuring 1051.90 sq. meters and undivided proportionate share in setback area admeasuring 223.00 sq. meters, aggregating to total 1274.90 sq. meters.
3. Mr. Sabnis, the learned Counsel for the Petitioner, submitted that under an Agreement dated 11 January 1995, the predecessor in title of the Petitioner has reserved an area admeasuring 250 square yards for her residential use. In the reply filed before the Deputy Registrar, the Petitioner

has taken a specific stand, that they are in the actual physical possession of the area admeasuring 306.69 sq. meters. Reliance was sought to be placed on the Block Plan dated 15 July 2024, prepared by an expert. Therefore, the Deputy Registrar could not have granted deemed conveyance certificate without delving into the aspect of the actual physical possession of the Petitioner over an area admeasuring 306.69 sq. meters.

4. From the perusal of the agreement, it becomes evidently clear that, the agreement was in respect of an area admeasuring 1588.9 sq. meters out of CTS No.2162-A. The Deputy Registrar has passed the impugned order taking into account the area shown in the Agreement for Sale and the certificate of Architect (Exh.E – page 77 of the Petition). The Architect has certified that, out of the total area of CTS No.2162-A, the society would be entitled to 1051.90 sq. meters and the proportionate undivided set back area admeasuring 223.00 out of 305.07 sq. meters.

5. The issue which is sought to be raised on behalf of the Petitioner touches upon the title of the Petitioner to an area which is in excess of the area 250 sq. yards which was reserved for herself by the predecessor-in-title of the Petitioner in the Agreement for Sale.

6. In view of the recent pronouncement of the Supreme Court in the case of Arunkumar H. Shah HUF V/s. Avon Arcade Premises Co-op. Society

Limited and Ors.¹, the issue of title cannot be delved into by the Deputy Registrar. The grant of unilateral deemed conveyance certificate does not preclude a party aggrieved by the said certificate from agitating the question of title before the Civil Court. Prima facie, the Petitioner lays claim over an area which is in excess of the area reserved in the Agreement for Sale. Such issues can be decided in a properly constituted Civil Suit.

7. In exercise of the supervisory jurisdiction, this Court does not find any infirmity in the impugned order.

8. The Writ Petition, thus, stands dismissed.

(N.J.JAMADAR, J.)

1 2025 SCC Online SC 828