

AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.11684 OF 2025

1. **Nitin Kantilal Gandhi,**  
Adult, Indian Inhabitant,  
Age 71 years, Occu.: Business,  
having address at Ground Floor,  
Shop No.1, Sanket Cooperative  
Housing Society Limited,  
Plot No.455, 14th Road,  
Chembur, Mumbai 400 071
2. **Apurva Ashwin Desai,**  
Adult, Indian Inhabitant  
Age 45 years, Occupation Business,  
having address at Shop No.2,  
Sanket Cooperative Housing Society  
Limited, Plot No.455, 14th Road,  
Chembur, Mumbai 400 071

... Petitioners

V/s.

1. **Sanket Cooperative Housing Society Limited,** registered under the  
Maharashtra Cooperative Societies Act,  
1960 having office at Plot No.455,  
4th Road, Chembur, Mumbai 400 071
2. **State of Maharashtra,**  
through AGP, High Court, Bombay  
Mantralaya, Mumbai 400 032

... Respondents

Mr. Aseem Naphade i/by Mr. A.P. Singh for the  
petitioners.

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KULKARNI

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Mr. Aadil Parsumrampuriah with Mr. Santosh More and  
Ms. Sonal Thorat for respondent No.1.

Mr. Hamid D. Mulla, AGP for respondent No.2-State.

**CORAM : AMIT BORKAR, J.**

**RESERVED ON : DECEMBER 2, 2025**

**PRONOUNCED ON : DECEMBER 5, 2025**

**JUDGMENT:**

1. By this writ petition under Article 227 of the Constitution of India, the petitioners question the Judgment and Order dated 10 June 2025 passed by the Cooperative Appellate Court in Appeal from Order No. 65 of 2024. The Appellate Court has set aside the Judgment and Order dated 12 October 2023 passed by the Cooperative Court below Exhibit 5 in Dispute No. CC/1/315/2022.

2. The facts giving rise to the present proceedings are as follows. The petitioners are members of respondent No.1 society, a registered cooperative housing society under the Maharashtra Cooperative Societies Act, 1960 and the Rules of 1961. Petitioner No.1 holds Shop Nos. 1 and B-01. Petitioner No.2 holds Shop Nos. 2 and B-02 and Flat No. 601 in the building of respondent No.1 society. The petitioners were also the builders and developers of the building. Petitioner No.2 resides in Flat No. 601 on the sixth floor.

3. At the time of registration of respondent No.1 society, an understanding was reached between the flat purchasers and the petitioners. This understanding was recorded in a letter dated 5

May 2005. The members agreed to certain conditions in favour of the petitioners. These included separate parking for the petitioners. Exclusive rights over the antenna installed on the staircase and entitlement to fifty percent of the revenue generated from it. Right to use the garage and payment of maintenance at the rate of four rupees per shop and the basement. The society would not levy stamp duty or registration charges on the shops owned by the petitioners. It was agreed that these conditions would bind all members of the society at all times. The petitioners assert that respondent No.1 society has illegally levied exorbitant maintenance charges on their shops. The society has also withheld revenue from the antenna which ought to have been shared. The society collected additional amounts from the petitioners for issuing share certificates, for fire NOC, and for leasing out the shop premises. The petitioners state that the society charges them maintenance at a rate more than double that charged to residential members. The petitioners further contend that respondent No.1 society has obstructed their guests and domestic workers from using common amenities such as the lift and common garbage facilities. The society has also prevented the petitioners and their licensees from parking their vehicles in the compound. The petitioners submit that in the past year, their shops suffered from serious water leakage. They intended to carry out repairs. The society created obstructions and did not permit the labourers to perform the work. After construction of the building, the flat purchasers, with the cooperation of the petitioners, formed respondent No.1 society. The petitioners have been connected with

the land on which the building stands even prior to registration of the society, as they were the builders and developers. Respondent No.1 society has obtained leasehold rights over the land and building by order dated 5 August 2020. Under this order, the society has not acquired ownership of the land. The ownership continues with the petitioners. The society has only obtained leasehold rights. The petitioners therefore assert that they retain their underlying rights. The petitioners state that as members of respondent No.1 society and as its developers, they are entitled to exercise membership rights in terms of the model bye-laws adopted by the society.

4. The petitioners rely on the written understanding dated 5 May 2005. This understanding was executed between the petitioners and the flat purchasers before registration of the society. According to the petitioners, the letter creates binding contractual obligations. The society, being constituted of the signatories to that document, is bound to honour it. The petitioners therefore claim reliefs to enforce the terms recorded in the letter. Under the letter dated 5 May 2005, the petitioners, as developers, have exclusive rights over the antenna installed above the staircase on the terrace. They are entitled to use it and earn revenue. An arrangement was later made that fifty percent of the income from the mobile tower on the terrace would be paid to the petitioners and the rest to the society. The petitioners allege that the society has been collecting the entire revenue directly from the telecommunication company. The society has deprived them of their rightful share. Under the same letter, the petitioners are

entitled to use the garage near the old entrance of the building for parking their vehicles. They claim that the society is now obstructing such parking. It was further agreed that upon formation of the society, the society would bear the stamp duty and registration charges on the shops of the petitioners, to be recovered from other flat purchasers. The petitioners state that the total stamp duty on their premises has now become a large amount and the society has instead recovered NOC charges and charges for the share certificate from them. They also contend that the society has issued exorbitant maintenance bills in respect of their commercial shops. The society is charging maintenance at double the rate levied on flats. The society is also collecting festival charges and social gathering expenses from all members including the petitioners based on an alleged resolution. The petitioners dispute the legality of these actions. In view of the issues noted above and the grievance regarding exorbitant amounts allegedly charged by the society, the petitioners had earlier instituted SC Suit No. 1684 of 2021 before the City Civil Court. The petitioners later withdrew the said suit. The petitioners contend that respondent No.1 society has not maintained its accounts properly. Respondent No.1 society has initiated recovery proceedings before the Deputy Registrar, Cooperative Societies, Konkan Bhavan, Mumbai for issuance of a recovery certificate under Section 101, now amended as Section 154B-29, of the MCS Act.

5. After the Trial Court issued summons and a show cause notice, respondent No.1 society appeared through its advocate. It opposed the interim application at Exhibit 5. In its written

statement, the society contended that the petitioners filed the dispute in their capacity as developers and not in their capacity as members of the society. According to the society, the petitioners made prayers treating themselves as developers or owners of the property and sought to target the society for unlawful gain. The society stated that after construction of the building, all flat purchasers came together and in the year 2007 registered respondent No.1 society. Upon registration, the first managing committee took charge of all affairs and management. After registration, respondent No.1 society initiated proceedings for conveyance of the land and building and obtained deemed conveyance by way of a lease under an Assignment Deed dated 23 October 2020. According to the society, the land and building now belong to respondent No.1 society and the petitioners have no surviving right as developers in any part of the property. The society denies the authenticity and validity of the letter dated 5 May 2005. It contends that the flat purchasers never signed this letter. The petitioners allegedly used some other signed page of the members to complete the document. The society was registered in 2007. Any consent obtained by the developer from flat purchasers prior to formation of the society does not bind the society. The letter is on plain paper without stamp duty or registration. The society submits that such a document is unenforceable in law and cannot be relied upon as evidence. The society asserts that the petitioners are not entitled to claim any benefit on the basis of what it describes as an illegal and forged document. The letter was signed by flat purchasers and not by the managing committee. Any

document executed prior to formation of the society cannot create contractual obligations against respondent No.1 society. The society relies on the conveyance dated 23 October 2020 and states that it became the owner of the property and is entitled to all benefits, including revenue from the antenna installed on the building. The society states that as per the approved plans, there is no garage in the building. The parking areas are stilt parking. The petitioners are allegedly making an unlawful claim over stilt parking by calling it a garage. The society contends that each unit holder must bear stamp duty and registration charges for their premises. It submits that the petitioners are liable to pay these charges. The society denies having recovered any unauthorized amounts for share certificates or NOC. It also denies collecting any extra amounts from the petitioners. The society states that it levies maintenance equally on all members in accordance with the bye-laws. According to the society, the petitioners are avoiding payment of maintenance and are defaulters. Therefore, the society initiated proceedings under Section 154B-29 of the MCS Act before the Deputy Registrar. After hearing the parties, the recovery certificate was issued on 20 May 2022 against the petitioners. The society asserts that the petitioners are raising allegations only to avoid payment. The society states that the building was constructed in 2003 by the petitioners. Any leakage issues may be due to the quality of construction. The society denies that it obstructed the petitioners or their guests from using basic amenities. The petitioners reside in Flat No. 601 and routinely use the lift. The society denies allegations regarding refusal of

documents or inspection. On these grounds, the society prays that the dispute be dismissed.

6. After considering the pleadings of both sides, the documents placed on record and after hearing the parties, the Trial Court by order dated 12 October 2023 allowed the interim relief application at Exhibit 5.

7. Respondents, being aggrieved by the said order granting interim relief, preferred Appeal from Order No. 65 of 2024. The Appellate Court, by the impugned Judgment and Order, set aside the order of the Trial Court and rejected interim relief. The petitioners, being original disputants, have therefore filed the present writ petition.

8. Mr Naphade, learned Advocate for the petitioners, submitted that Bye-laws 80 and 81 govern the issue of parking rights of members. Bye-law 80 provides that every member is entitled to parking space. Bye-law 81 deals with a situation where the number of members exceeds the number of available parking spaces. In such a situation, the society must follow a transparent procedure for allotment. He submitted that respondent No.1 society passed a general body resolution imposing maintenance charges at double the rate on members occupying commercial premises. According to him, such a resolution is void as it violates the Act, the Rules, and the Bye-laws. Placing reliance on the agreement dated 5 May 2005 entered into between the petitioners and some flat purchasers, he submitted that the flat purchasers had agreed to provide separate parking to the petitioners. The petitioners were also given

exclusive rights over the antenna installed above the staircase on the seventh floor including the right to use it and receive its revenue. The agreement further records that the petitioners were entitled to use the garage and maintenance would be charged at the rate of five rupees per unit. He submitted that levying maintenance at twice the rate applicable to residential premises is contrary to the judgment of this Court in *Venus Coop. Housing Society Ltd v Dr J.Y. Detwani, 2003 (2) All MR 570*. He submitted that the society must levy equal maintenance charges upon both commercial and residential members. He submitted that although the general body is the supreme authority and the bye-laws empower the society to levy charges, a resolution that imposes a discriminatory rate cannot stand. He submitted that there is no need to seek a declaratory relief regarding invalidity of the general body resolution that authorizes excessive maintenance. A void resolution does not require a declaration. In support of these submissions, he relied upon the decision of the Supreme Court in *Annalamai v Vasanthi and others, 2025 SCC OnLine SC 2300*.

9. In reply, Mr Parsurampuriah, learned Advocate for respondent No.1 society, submitted that the petitioners never applied for allotment of parking. Therefore, no cause of action arises for alleging infringement of any parking right. He pointed out that the Cooperative Appellate Court recorded a finding of fact that the petitioners have not produced any document showing that they applied for allotment of parking or that parking was ever allotted to them. Thus, the petitioners cannot claim rights in respect of any parking space. Regarding the antenna, he submitted that the

Cooperative Court erred in granting injunction to the petitioners to claim revenue from the antenna. The general body resolved to enter into a fresh agreement with the telecommunication company. As per the agreement dated 20 September 2012 executed by the society, the telecommunication company is depositing the antenna revenue directly in the society's account. The petitioners, being builder and promoter, have no right to any such revenue. He submitted that by virtue of the deemed conveyance deed registered on 23 October 2020, all rights, title and interest in the land and building stand transferred to respondent No.1 society. Therefore, any rights claimed by the petitioners as promoters on the basis of the letter dated 5 May 2005 stand extinguished. The said letter is disputed. There are overwritings and inconsistencies. The society was not a party to it and hence is not bound by it. He further submitted that the petitioners have defaulted in payment of maintenance charges for their shops and residence. Recovery certificates have been issued against them and are pending in revision. He submitted that decisions regarding regulation of parking space and maintenance charges are taken through general body resolutions. The petitioners have not challenged any such resolutions. Without such challenge, no interim relief contrary to the basis of the society's actions can be granted. On perusal of the dispute application, he submitted that the petitioners have not sought a declaration that the general body resolutions are illegal. In the absence of such challenge, no interim relief can be granted that runs contrary to the resolutions authorizing levy of parking charges and antenna charges. He submitted that the Cooperative

Court acted without jurisdiction in appointing a Chartered Accountant to examine the society's accounts. The Act contains no such provision. The Cooperative Court has not found that the accounts maintained by the society violate any general body resolution. Without establishing that the society lacked authority to levy maintenance or regulate parking rights, the Cooperative Court could not have made such an appointment. The Cooperative Court also could not have granted an injunction restraining the society from charging maintenance in excess of what is charged to residential members, especially when there is no prayer challenging the validity of the general body resolution. In the absence of such foundational relief, the Court could not restrain the society from regulating parking or maintenance. He therefore prayed for dismissal of the writ petition.

**10.** I heard learned counsel for the parties. I have examined the record. I have considered the rival contentions. I shall state reasons and deliver the result.

**11.** Three broad questions arise. First, whether the letter dated 5 May 2005 sustains any enforceable right in favour of the petitioners after registration and deemed conveyance. Second, whether the petitioners have any proved right to specific parking space under the bye-laws. Third, whether the Trial Court erred in appointing an accountant and granting interim relief in the facts of this case.

**12.** Start with the letter dated 5 May 2005. The petitioners place heavy reliance on this document. Their case rests on two linked

propositions. One, flat purchasers agreed in writing to confer special rights on the builders. Two, those rights survived registration of the society and its later acquisition of leasehold or deemed conveyance. On close reading, the material does not establish these propositions. The letter is on plain paper. The society denies its authenticity. The Trial Court record shows overwritings and irregular signatures. The petitioners did not place before the Court an adequate chain to prove that the society, as constituted, adopted and ratified the letter as a binding contract. Evidence of assent by the body corporate is missing. Even if some flat purchasers signed the letter, that fact alone does not bind the society which was established later. A society as a body corporate acts through its constitution and general body. Pre-incorporation undertakings, if meant to bind the future society, require clear proof that the society itself accepted and ratified them. No such proof exists on this record. Stamp duty and registration are separate considerations. Want of stamp on a document may affect its evidentiary value in an action founded on that instrument. The petitioners did not cure the evidentiary defects by secondary proof. They asked the Court to act on the plain paper document as if it were an operative contract binding the society. The appellate court was right to treat the document with caution.

**13.** The deemed conveyance dated 23 October 2020 requires direct attention. By that deed the society obtained leasehold possession and the benefits flowing from management of the building. The deed operates against persons who had the legal right in the land and building. The petitioners have not shown any

overlapping legal title which survives the conveyance. The practical effect of that deed is to place control of the antenna and the parking under the society's management subject to any specific and subsisting contractual right proved by the petitioners. No such subsisting right was proved.

**14.** Next examine the parking claim under bye-laws 80 and 81. Bye-law 80 gives an entitlement to parking in appropriate cases. Bye-law 81 supplies a mechanism where members exceed available parking spaces. The bye-laws together require an application for allotment and a transparent procedure by the society for distribution of scarce slots. The Appellate Court has recorded a finding of fact. It found no document showing that the petitioners applied for allotment. It found no evidence that parking was formally allotted to them. These are findings of fact. Article 227 does not permit interference with such findings unless they are perverse or suffer from demonstrable legal error. The petitioners have not shown perversity. The absence of a formal application and allotment undermines their claim to a particular parking space.

**15.** The general body resolution fixing differential maintenance for commercial units must be approached with settled principles. A cooperative society functions through its general body. Its resolutions carry a presumption of legality unless set aside in appropriate proceedings. The disputants have not sought any declaration that the resolution in question is illegal or contrary to the Act, the Rules, or the bye-laws. In the absence of such a substantive challenge, the Court cannot proceed to test the validity

of the resolution indirectly at the stage of interim relief. Interim relief is always ancillary. It exists to support the final relief that the Court may grant upon full adjudication. Where the final relief itself has not been sought, or where the foundation for such relief is absent, the Court cannot grant an interim order that effectively nullifies a general body decision. Such an order would amount to granting final relief without trial. The law requires a party who seeks to disturb a resolution of the general body to raise a clear and specific challenge. The society is entitled to notice of such challenge. Evidence must be led. The Court must examine the legality, propriety, and procedural regularity of the resolution. Without such pleadings the Court lacks the jurisdiction to sit in judgment over the internal decisions of the society.

**16.** In the present case, the disputants have sought no such declaration. They have not questioned the competence of the general body. They have not challenged the resolution on grounds of want of quorum, want of notice, or violation of bye-laws. In the absence of these essential averments, the Court cannot embark upon an inquiry into the correctness or fairness of the resolution. I see no error in the approach of the Appellate Court in declining interim relief. The principle is simple. What cannot be granted finally cannot be granted temporarily. Interim orders cannot be used to bypass statutory safeguards or established requirements of pleadings. The petitioners must stand or fall by the reliefs they have sought.

**17.** The judgment of the Supreme Court in *Annamalai v. Vasanthi* offers a clear and authoritative exposition on when a declaratory

relief becomes necessary. This Court must, therefore, examine the question before it in the light of the principles laid down therein. The Supreme Court has explained that a declaratory relief is required only when the plaintiff's right stands under a cloud and such cloud must be removed before any consequential relief can be granted. The necessity of a declaration depends on whether the subsistence of the underlying right is itself disputed in a manner that prevents the Court from granting effective relief. The Court has clarified that where a contract or right is terminated in exercise of a contractual power to terminate, or where the instrument relied upon expressly creates doubts about subsistence of the right, a plaintiff must seek a declaration that the termination is invalid. Without removal of that doubt, the consequential relief, such as specific performance, cannot be granted. However, where the alleged act of termination is itself without legal foundation, or the right to terminate has been waived, or the action of termination is void and incapable of producing legal consequences, the plaintiff may sue directly for the substantive relief without seeking a declaration. The law permits such course because a void act need not be set aside. It can simply be ignored.

**18.** Applying these principles, the present matter stands on clear footing. The disputants have not challenged the general body resolution. They have not pleaded that the resolution is void, fraudulent, ultra vires the bye-laws, or contrary to any statutory mandate. They have sought relief which, in effect, nullifies the resolution without first laying the foundation that the resolution is invalid. The Supreme Court's reasoning is instructive. It states that

whenever the consequential relief depends on removal of doubt or cloud over a right, a declaratory relief becomes essential. This requirement is not a matter of form but of substance. It ensures orderly adjudication, gives notice to the society, and puts in issue the validity of the resolution that is the foundation of the society's actions. Here, the petitioners seek to restrain the society from implementing the general body resolution imposing higher maintenance and regulating parking rights. Grant of such interim relief necessarily presupposes that the resolution is either void or illegal. Unless that conclusion is first sought and established through appropriate pleadings, the Court cannot assume illegality. The general body's decision carries presumption of validity until it is set aside. Therefore, unless the disputants challenge the resolution directly, this Court cannot hold that the resolution is unenforceable.

**19.** The principle stated by the Supreme Court is that a Court cannot grant consequential relief when the underlying right remains clouded. The petitioners' right to be exempt from the maintenance structure or parking scheme, as framed by the general body, is dependent upon a finding that the general body resolution is contrary to law. Since no declaration has been sought, the cloud on the petitioners' asserted right remains. Without removal of that cloud, no interim relief can be issued which effectively suspends or nullifies the resolution.

**20.** This Court, therefore, must hold that the absence of a declaratory challenge is fatal to the case advanced for interim protection. The petitioners were required to seek a declaration that

the general body resolution is void or unenforceable. The failure to do so prevents the Court from examining the validity of the resolution or granting any interim order inconsistent with it.

**21.** The Supreme Court's judgment affirms a simple but vital rule. A party cannot circumvent the structure of pleadings and seek indirectly what it cannot obtain directly. Interim relief must be in aid of final relief. If the final relief is not sought, the interim relief cannot stand. The legal position is settled. The petitioners must first seek to remove the cloud on their right by challenging the general body resolution. Only thereafter can the Court adjudicate on the legality of the resolution and consider any consequential relief.

**22.** Learned counsel for the petitioners placed reliance on the judgment of this Court in *Venus Cooperative Housing Society Ltd* to contend that commercial and residential units ought to be treated alike for the purpose of maintenance. The submission, at first glance, appears attractive. Equality in incidence of common charges is a principle recognised in cooperative jurisprudence. But every principle must rest on proper pleadings and must operate within the statutory framework. The petitioners seek to draw from *Venus* a rule of parity without laying the essential foundation that the general body resolution, which governs the present society, is illegal or ultra vires.

**23.** It is important to recall that the general body resolution stands as the operative expression of the will of the society. It continues to bind all members until it is set aside in appropriate

proceedings. A Court cannot assume its illegality. The petitioners were required to challenge that resolution by seeking a declaration that the resolution violates the Act, the Rules or the bye-laws. The petitioners did not take such a step. Without such challenge, the Court cannot proceed to evaluate whether the differential maintenance violates the principle laid down in *Venus*. Reliance upon a precedent cannot, by itself, displace a subsisting resolution of the general body. Each cooperative society functions on the basis of its own bye-laws and resolutions. If a member asserts that a resolution is discriminatory, the law requires that the resolution be put in issue expressly. Courts cannot examine the legality of that resolution indirectly under the guise of an interim order. Such an approach would nullify the statutory scheme and unsettle the internal autonomy of cooperative societies. A party cannot seek to overturn a binding resolution without first challenging it. *Venus* lays down guiding principles. It does not dispense with the mandatory procedural requirement that the party must raise a direct challenge to the resolution which they allege to be illegal. Unless the petitioners seek a declaration that the resolution is contrary to law, the Court must proceed on the footing that the resolution is valid and binding.

**24.** Therefore, while the principle of parity in maintenance may arise for consideration in an appropriately framed proceeding, this Court cannot examine or unsettle the resolution which has not been put in issue. The petitioners, having omitted the essential relief of declaration, cannot expect the Court to grant consequential relief which presupposes the invalidity of the

resolution. The law does not permit such indirect circumvention.

**25.** Addressing the antenna revenue, the society obtained a fresh agreement with the telecom company dated 20 September 2012. Under that agreement the company deposits the sums in the society account. The Trial Court granted an interim injunction in favour of the petitioners. The Appellate Court cancelled that injunction after examining the documentary chain. The Appellate Court found that the society, by the 2012 agreement and the later conveyance, had the management and the right to collect revenue. That conclusion is supported by the documents on record. The petitioners did not prove an uninterrupted and subsisting proprietary right to the antenna revenue which defeats the 2012 agreement and the conveyance.

**26.** On the question of accounts and appointment of a Chartered Accountant, courts exercise broad powers to secure fact finding and to test allegations of mismanagement. Where a party alleges serious irregularity in accounts and the managing body relies on collective authority to justify its actions, the Court may appoint an expert to examine accounts. Such appointment is a procedural tool. It does not decide the case on merits. It assists the Court in forming a view on complex financial matters.

**27.** In the present case the petitioners made specific allegations about diverted revenue and unexplained collections such as NOC charges, share certificate charges and festival collections. The Trial Court concluded that prima facie review of accounts was necessary. The Appellate Court criticised that appointment. This Court must

ask whether the Trial Court acted within judicial discretion. I find that the Trial Court did not exceed judicial power in appointing a Chartered Accountant given the allegations and the documentary gaps. The appointment was a limited interim step to enable accurate evaluation of accounts.

**28.** The recovery certificate issued by the Deputy Registrar under the recovery procedure is a material fact. It indicates that the society instituted statutory recovery proceedings and succeeded before the Registrar to obtain interim relief in the nature of a recovery certificate. The petitioners challenge that certificate in revision. That contest is pending. The pending recovery does not, by itself, strip the petitioners of the right to seek judicial relief. But it does weigh upon the equities when interim measures are sought. The petitioners have a duty to pay legitimately adjudged dues. Avoidance of payment cannot be the sole basis for equitable relief.

**29.** Consider now the scope of interference under Article 227. An appellate order that rests on findings of fact supported by documentary evidence does not suffer from jurisdictional error. The Appellate Court re-evaluated the Trial Court's interim relief and found absence of prima facie entitlement. This Court cannot substitute its own view merely because the petitioners prefer the Trial Court's approach. The correct test is whether the Appellate Court acted without jurisdiction or reached a perverse factual conclusion. On the record, no such illegality or perversity is visible.

**30.** I have carefully weighed the respective equities. The petitioners pressed for final pronouncements based on the 2005

letter. The society relied on the 2012 agreement and the 2020 conveyance. The petitioners failed to produce convincing primary evidence to displace the effect of the conveyance and the society's documentary title. The petitioners also failed to seek declaration that the general body resolutions were void on their face. The absence of a formal application for parking and the existence of recovery certificates further tilt the balance against interim intervention.

**31.** For these reasons I hold that the Appellate Court did not commit any legally noticeable error in setting aside the Trial Court's interim order. The Trial Court's steps to appoint an accountant were arguable but do not justify reinstating the interim relief in the face of the subsequent findings by the Appellate Court.

**32.** The writ petition lacks merit. I dismiss the petition. No order as to costs.

**(AMIT BORKAR, J.)**