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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.637 OF 2021

Horizon Cooperative Housing
Society Limited & Anr. … Petitioners

V/s.

The Divisional Joint Registrar,
Coop. Societies & Ors. … Respondents

ATUL GANESH KULKARNI
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Date: 2026.01.08 18:23:01 +0530

Mr. Balasaheb G. Ligade for the petitioners.

Mrs. M.S. Bane, AGP for respondent Nos.1 & 2-State.

Mr. Niranjan Bhavake with Drishti Madhani, Anurag Ramekar, and Vaishnavi Chote for respondent No.3.

CORAM : AMIT BORKAR, J.

DATED : JANUARY 8, 2026

P.C.:

1. The petitioners are a cooperative housing society. They have filed this petition to challenge an order passed by the Registrar under Section 79(2) of the Maharashtra Cooperative Societies Act, 1960. The Registrar directed the society to give a no-objection letter to respondent No.3 so that respondent No.3 can transfer leasehold rights to a third party. The petitioners say that this direction is bad in law. They want the Court to set it aside.

2. The petitioners say that respondent No.3 did not make a proper application. They say the application did not give sufficient reasons. They say that the Registrar could not have passed such an order without a proper application. They also rely on clause 3(r)

(iv) of the lease deed. Under this clause, the lessee cannot transfer or sell the land to anyone except persons already approved by the lessor. It also says that no new member can be added without prior approval of the lessor. Based on this clause, the petitioners say that respondent No.3 could not have transferred the plot to any third party without society's permission. They also say that the lessor's approval is mandatory.

3. The order of the Registrar shows that the petitioner-society is a tenant-ownership society. In such societies, the society holds the land on lease. The member holds leasehold rights in a specific plot. The member can transfer those rights if the lessor grants permission. The order of the Registrar records that respondent No.3 made two applications on 14 August 2018 and 23 October 2018. Respondent No.3 asked the society for a no-objection letter for transfer of membership. The society refused.

4. The record show that the society did not object to the proposed transferee on grounds of eligibility. The society did not say that the proposed purchaser was disqualified. It only stated that respondent No.3 must first apply to the lessor. It insisted that the member must obtain lessor's approval and must show eligibility as per lessor's norms.

5. The reply filed by the society contains no other ground. The society has not pointed out any rule or bye-law that makes the proposed purchaser ineligible. The only objection is that the lessor's approval is not yet obtained. There is no material to show that the society examined the merits of the proposed purchaser.

There is no material to show that the society found any violation of its own bye-laws.

6. If the lease deed requires the member to take permission from PCNTDA, then that requirement binds the member. A no-objection from the society cannot replace the lessor's permission. If the lease deed requires the lessor's approval, then the member must obtain it. However, that does not explain why the society should refuse a no-objection. The society has not produced any evidence that granting a no-objection would violate any bye-law or legal requirement. The society has not shown any sufficient cause to deny the request. The burden was on the society to show reasons supported by records.

7. Section 79(2) empowers the Registrar to compel performance of statutory duties. The society's bye-laws require it to act reasonably on applications of members. In the present case, the Registrar found that the society withheld no-objection without valid cause. Based on the material placed on record, that finding is supported by evidence. The Registrar therefore directed the society to issue the no-objection. This direction falls within the scope of Section 79(2).

8. The no-objection from the society does not give automatic permission for transfer under the lease deed. Respondent No.3 or the transferee must still comply with the terms of the lease. They must still apply to PCNTDA if the lease deed requires it. The Registrar's order does not override that requirement. The Registrar has only ensured that the society performs its own duty.

9. For these reasons, the direction given by the Registrar does not call for interference.

10. The petition fails. No relief can be granted. The writ petition stands disposed of. No order as to costs.

(AMIT BORKAR, J.)