IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 10620 OF 2026

Shree Datta Developers & Ors. ....*Petitioners*

: Versus :

State of Maharashtra & Ors. ....*Respondents*

Mr. Bhagwat Phad, *for the Petitioners.*

Mr. Vijaykumar Dhakane, *for Respondent Nos.5(a), 5(b) and 5(c).*

Mr. S.H. Kankal, *AGP for State.*

CORAM : SANDEEP V. MARNE, J.

DATED : 19 AUGUST 2026.

P.C :

1) This is a petition filed by the land owners, as well as, developers challenging order dated 24 March 2026 passed by the District Deputy Registrar, Co-operative Societies, Pune City, Pune and Competent Authority (**Competent Authority**) issuing Certificate of unilateral deemed conveyance of land admeasuring 2062.39 sq.mts in favour of Respondent No.4-society.

2) I have heard Mr. Phad, the learned counsel appearing for the Petitioner and Mr. Dhakane, learned counsel appearing for Respondent Nos.5(a) to 5(c) and have considered the submissions canvassed by them.

3) Perusal of the order passed by the Competent Authority would indicate that a plan was sanctioned on 23 January 2004 by Pune

Municipal Corporation for construction of only two buildings, A and B. Based on sanctioned plans, it appears that flat purchase agreements under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 **(MOFA)** were executed by which the entire land admeasuring 2400 sq.mts at Survey No.68/10A, C.T.S. No.812/9, Ghorpadi in Pune City was subjected to the housing scheme. Petitioners have constructed Buildings-A and B and have consumed the entire development potential in respect of the land. It appears that out of the total land admeasuring 2400 sq.mts, land admeasuring 337.16 sq.mts has gone for road widening leaving behind only land admeasuring 2062.39 sq.mts. The Competent Authority has granted conveyance of entire land admeasuring 2062.39 sq.mts to Respondent No.4-Society.

4) Mr. Phad, the learned counsel appearing for the Petitioner submits that the Petitioners propose to construct a third building on the plot and that a separate area has been carved out for that purpose. He submits that as of now that area is not even in possession of the 4th Respondent-Society and has been granted on lease in favour of a different entity. He submits that the Petitioners are now in the process of submitting revised plans to the Municipal Corporation for construction of the third building on the said carved out portion of the land. I am afraid, the Petitioner cannot be permitted to construct any new building on the plot. As observed above, out of the land admeasuring 2400 sq.mts area admeasuring 337.61 sq.mts as gone in road widening and in respect of the entire balance land admeasuring 2062.39 sq.mts, development permission was granted by the Municipal Corporation on 23 January 2004 for construction of only two buildings.

Construction of the two buildings is complete and Occupancy Certificate is issued on 20 February 2014. As observed above, the entire land admeasuring 2400 sq.mts was subject to Section 4 Agreements. The flat purchasers of Buildings-A and B have formed a Co-operative Housing Society which is registered on 21 October 2004. Under the provisions of Section 11(1) MOFA read with Section 9 of MOFA Rules, there is a statutory obligation on the Petitioners to convey the land in favour of the Society so formed. Thus, upon expiry of period of 4 months from 21 October 2004, Petitioners were under obligation to convey the entire land which was subject matter of Section 4 Agreements in favour of the organization of flat purchasers. Petitioners have committed a folly by violating the provisions of Section 11 of MOFA and have failed to execute the conveyance in favour of the Housing Society. Now they want to take benefit of their own wrong by submitting revised plans to the Municipal Corporation for the purpose of taking benefit of the additional FSI arising out of change in the FSI regime or by loading transferrable development rights. This cannot be permitted to be done. With sale of all flats in Buildings-A and B, Petitioners are divested of their right, title or interest in the land. Once a land is subjected to housing scheme and agreements under Section 4 of MOFA are executed, with sale of each flat in the building, there is corresponding dilution of title in the land of the promoter/owner. Therefore, once all the 60 units of Buildings-A and B are sold, Petitioners got completely divested of their ownership in respect of whole of the land. They no longer remain the owner in respect of the land. However, they have violated the provisions of Section 11(1) of MOFA and did not execute a formal document of conveyance in favour of the organisation of flat purchasers. Failure to perform statutory duty under Section 11(1) of MOFA has conferred jurisdiction on the

Competent Authority under Section 11(3) of MOFA. The Competent Authority has accordingly stepped into the shoes of the promoters/land owners and have performed duty which MOFA originally casts upon the promoters/land owners.

5) In view of the above discussion, in my view, conveyance of the land can neither be delayed in favour of Respondent No.4-Society for the purpose of construction of third building by the Petitioners nor the third building can be permitted to be constructed since Respondent No.4-society is actually the owner of the land admeasuring 2062.39 sq.mts. I find no reason to interfere in the impugned order passed by the Competent Authority. The Writ Petition is accordingly **dismissed** with no order as to costs.

NEETA SHAILESH SAWANT
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Date: 2026.08.20 15:01:14 +0530

[SANDEEP V. MARNE, J.]