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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.6623 OF 2024

Chandrakant Sambhaji Chandane ... Petitioner
V/s.
District Deputy Registrar, Cooperative
Societies, Pune & Ors. ... Respondents

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Mr. Rahul Kadam for the petitioner.
Mrs. D.S. Deshmukh, AGP for respondent Nos.1 and 3-
State.
Mr. Shailesh Kharat for respondent No.2.

CORAM : AMIT BORKAR, J.

DATED : JANUARY 21, 2026

PC.:

1. The petitioner has challenged an order under Section 11(3) of MOFA. The petitioner was the original opponent before the Competent Authority. The petitioner states that respondent No. 2, who is a private person, invoked Section 11(3) only to enforce a private agreement between the two parties. The petitioner states that MOFA does not give such power when the dispute concerns only private rights between two private individuals. The petitioner relies on the fact that Section 11(3) deals with execution of conveyance by a promoter in favour of flat purchasers. The petitioner contends that such provision cannot be used to enforce a private understanding between flat purchasers inter se.

2. The facts show that the promoter or developer were not parties in the proceedings. The undisputed position is that the promoter did not sign the agreement relied upon by respondent No. 2. The agreement in question was between the petitioner and respondent No. 2 only. The material shows that such agreement was not an agreement for sale under Section 4 of MOFA. There is no evidence that the agreement was registered as required under Section 4. There is no evidence that the promoter had an obligation to convey rights under that agreement. The scheme of MOFA shows that Section 11 applies when a promoter fails to convey title to the society or association of flat purchasers. The scheme does not cover enforcement of private agreements between individual purchasers. Once these facts are seen, the Competent Authority could not assume jurisdiction to direct the petitioner to execute a deed of apartment. The respondent's claim did not fall within the scope of Section 11(3). Therefore, the petitioner's objection on jurisdiction rests on a sound footing.

3. As a result, the impugned order lacks legal authority. The Competent Authority exercised power beyond the statute. The Court therefore sets aside the impugned order. The Court holds that the Competent Authority acted without jurisdiction.

4. The Court clarifies that respondent No. 2 may adopt the proper legal remedy for the enforcement of his alleged rights under the private agreement. The present order does not prevent respondent No. 2 from filing a civil suit or other proceeding as permitted under law. The Court only holds that MOFA Section 11(3) was not the correct forum for such dispute.

5. The Court also clarifies that it has not expressed any opinion on the merits of the respective claims. The Court has examined only the issue of jurisdiction in the context of Section 11(3) of MOFA.

6. The writ petition stands disposed of in above terms. No costs.

(AMIT BORKAR, J.)