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IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.9810 OF 2025

**Momin Zulfikar Kasam**

Aged : 57 yeas, Occu: Business,  
Having address at 1901 Fatemid Co-op. Hsg.  
Society Ltd., Jogeshwari (West),  
Mumbai – 400 102

... Petitioner

V/s.

1. **Apurva Lok Rachana Cooperative Housing Society Ltd.**  
Amar Nagar, Guru Gobind Singh Marg,  
Mulund (West), Mumbai – 400 082.
2. **M/s. Hoechst India Limited.**  
CTS No.117-B, L & T Business Park,  
Saki Vihar Road, Powai,  
Mumbai – 400 072.
3. **M/s. Lok Housing and Constructions Ltd.**  
14, Vishal Shopping Centre,  
Sir M. V. Road, Andheri (East),  
Mumbai – 400 069.
4. **M/s. Sanofi India Limited and Sanofi Healthcare Pvt. Ltd.,**  
CTS No.117-B, L & T Business Park,  
Saki Vihar Road, Powai,  
Mumbai – 400 072.
5. **Akash Lok Rachana Co-op. Housing Society Ltd.,** Lok Rachana Complex, Amar Nagar,  
Nahur Village, Mulund (West),  
Mumbai – 400 082.
6. **Ambar Lok Rachana Co-op. Housing Society Ltd.,** Lok Rachana Complex, Amar Nagar,  
Nahur Village, Mulund (West),  
Mumbai – 400 082.

7. **Shrushti Lok Rachana Co-op. Housing Society Ltd.**, Lok Rachana Complex, Amar Nagar, Nahur Village,
8. **Vasundhara Lok Rachana Co-op. Housing Society Ltd.**, Lok Rachana Complex, Amar Nagar, Nahur Village, Mulund (West), Mumbai – 400 082.
9. **Shriram Tower CHS Ltd.**, Lok Rachana Complex, Amar Nagar, Nahur Village, Mulund (West), Mumbai – 400 082.
10. **Pooja Co-op. Housing Society Ltd.**, Lok Rachana Complex, Amar Nagar, Nahur Village, Mulund (West), Mumbai – 400 082.
11. **Competent Authority & District Deputy Registrar**, Co-operative Societies (2), East Suburban, Mumbai, Room No.201, Konkan Bhavan, CBD Belapur, Navi Mumbai – 400614. ... Respondents

**WITH  
WRIT PETITION NO.3189 OF 2025**

Momin Zulfikar Kasam ... Petitioner

V/s.

1. **Vasundhara Lok Rachana Co-op. Housing Society Ltd.**
2. **Lok Housing and Constructions Ltd.**
3. **Hoechst India Limited**
4. **Alex Simon Remedies**
5. **Vincent Simon Remedies**
6. **M/s. Mihir Developers**

7. Estate India Limited
8. Shriram Tower CHS Ltd.
9. Ismael Ibrahim Patel
10. Hecst India Ltd.
11. Hector India Ltd
12. Rajaram Sakharam Ohol
13. Pooja Co-op. Housing Society Ltd.
14. Apurva Lok Rachana Co-op. Housing Society Ltd.,
15. Shreyas Lok Rachana Co-op. Housing Society Ltd.
16. Akash Lok Rachana Co-op. Housing Society Ltd.
17. Ambar Lok Rachana Co-op. Housing Society Ltd.
18. Shrushti Lok Rachana Co-op. Housing Society Ltd.
19. Sanofi India Limited
20. The Competent Authority & District Deputy Registrar, Cooperative Societies (2) ... Respondents

WITH  
WRIT PETITION NO.6379 OF 2025

Momin Zulfikar Kasam ... Petitioner

V/s.

1. Ambar Lok Rachana Co-op. Housing Society Ltd.
2. Lok Housing and Constructions Ltd.
3. Hoechst India Limited
4. Alex Simon Remedies
5. Vincent Simon Remedies

6. Mihir Developers
7. Estate India Limited
8. Shriram Tower CHS Ltd.
9. Ismael Ibrahim Patel
10. Hecst India Ltd.
11. Hector India Ltd
12. Rajaram Sakharam Ohol
13. Pooja Co-op. Housing Society Ltd.
14. Apurva Lok Rachana Co-op. Housing Society Ltd.,
15. Shreyas Lok Rachana Co-op. Housing Society Ltd.
16. Akash Lok Rachana Co-op. Housing Society Ltd.
17. Vasundhara Lok Rachana Co-op. Housing Society Ltd.
18. Shrushti Lok Rachana Co-op. Housing Society Ltd.
19. Sanofi India Limited
20. The Competent Authority & District Deputy Registrar, Cooperative Societies (2) ... Respondents

WITH  
WRIT PETITION NO.4068 OF 2025

Momin Zulfikar Kasam ... Petitioner

V/s.

1. Akash Lok Rachana Co-op. Housing Society Ltd.
2. Lok Housing and Constructions Ltd.
3. Hoechst India Limited

4. Alex Simon Remedies
5. Vincent Simon Remedies
6. Mihir Developers
7. Estate India Limited
8. Shriram Tower CHS Ltd.
9. Ismael Ibrahim Patel
10. Hecst India Ltd.
11. Hector India Ltd
12. Rajaram Sakharam Ohol
13. Pooja Co-op. Housing Society Ltd.
14. Apurva Lok Rachana Co-op. Housing Society Ltd.,
15. Shreyas Lok Rachana Co-op. Housing Society Ltd.
16. Ambar Lok Rachana Co-op. Housing Society Ltd.
17. Vasundhara Lok Rachana Co-op. Housing Society Ltd.
18. Shrushti Lok Rachana Co-op. Housing Society Ltd.
19. Sanofi India Limited
20. The Competent Authority & District Deputy Registrar, Cooperative Societies (2) ... Respondents

WITH  
WRIT PETITION NO.6713 OF 2025

Momin Zulfikar Kasam ... Petitioner

V/s.

1. Shreeram Tower Co-op. Housing Society Ltd.
2. Hoechst India Limited

3. Hector India Ltd
4. Lok Housing & Construction Ltd.
5. Shriram Construction
6. The Competent Authority & District Deputy Registrar, Cooperative Societies (2) ... Respondents

WITH  
WRIT PETITION NO.9164 OF 2025

Momin Zulfikar Kasam ... Petitioner

V/s.

1. Shrushti Lok Rachana Co-op. Housing Society Ltd.
2. Lok Housing and Constructions Ltd.
3. Hoechst India Limited
4. Alex Simon Remedies
5. Vincent Simon Remedies
6. Mihir Developers
7. Estate India Limited
8. Shriram Tower CHS Ltd.
9. Ismael Ibrahim Patel
10. Hecst India Ltd.
11. Hector India Ltd
12. Rajaram Sakharam Ohol
13. Pooja Co-op. Housing Society Ltd.
14. Apurva Lok Rachana Co-op. Housing Society Ltd.,
15. Shreyas Lok Rachana Co-op. Housing Society Ltd.
16. Ambar Lok Rachana Co-op. Housing Society Ltd.

17. **Vasundhara Lok Rachana Co-op.  
Housing Society Ltd.**
18. **Akash Lok Rachana Co-op. Housing  
Society Ltd.**
19. **Sanofi India Limited**
20. **The Competent Authority & District Deputy  
Registrar, Cooperative Societies (2)** ... Respondents

Mr. Pradeep Thorat with Ms. Aditi Naikare, Mr. Aniesh Jadhav, Ms. Priyanka Bhoite for the petitioner in all the writ petitions.

Mr. Vishhal Saxxena for the respondent No.1 in WP/9810/2025.

Mr. Amrut Joshi i/by Mr. Vaibhav A. Singh for the respondent No. 1 in WP/6379/2025.

Mr. Aadil Parshurampuriah with Mr. Santosh More, Ms. Sonal Thorat for respondent No. 1 in WP/3189/2025, WP/9164/2025 & WP/4068/2025 and respondent Nos.16 to 18 in WP/6379/2025.

Ms. Nikita Vardhan with Ms. Srushtee Panhale i/by Kanga & Co. for the respondent No.4 in WP/9810/2025, respondent No. 2 in WP/6713/2025 and respondent No. 19 in WP/3189/2025, WP/6379/2025, WP/4068/2025 & WP/9164/2025.

Mr. Y. D. Patil, AGP for the respondent-State in WP/9810/2025.

Mrs. Mamta Srivastava, AGP for the respondent-State in WP/3189/2025.

Ms. Aloka A. Nadkarni, AGP for the respondent-State in WP/6379/2025.

Ms. Snehal S. Jadhav, AGP for the respondent-State in WP/4068/2025.

Mrs. P. J. Gavhane, AGP for the respondent-State in WP/6713/2025.

Mr. A. A. Alaspure, AGP for the respondent-State in WP/9164/2025.

**CORAM : AMIT BORKAR, J.**

**RESERVED ON : MARCH 10, 2026**

**RESERVED ON : MARCH 24, 2026**

**JUDGMENT:**

1. Since all the present petitions arise from a common judgment and order dated 30 October 2024 passed by the Competent Authority and District Deputy Registrar, Co-operative Societies (2), East Suburban, Mumbai, whereby a Certificate of Unilateral Deemed Conveyance has been granted in favour of respondent No.1, the same are being disposed of by this common judgment. The issues involved in all the petitions are substantially identical, save and except the extent of area sought to be conveyed in favour of respondent No.1 Society. For the sake of convenience, the facts in Writ Petition No.9810 of 2025 are being referred to as the lead case.

2. The facts giving rise to the present petitions, as pleaded by the petitioner, are that respondent No.2, M/s Hoechst India Limited, was the owner of land admeasuring 36,325 sq. mtrs., bearing Survey Nos. 82 (part) and 88 (part), corresponding to Old CTS No.470 (part), 471 to 477, 477/1, 468/1 to 468/10, 465 (part) and 531 (part), and New CTS Nos.468/A to 468/E, situated at Village Nahur, Taluka Kurla, Mumbai Suburban District, hereinafter referred to as the larger land. It is stated that respondent No.2 constructed six buildings, namely AB, CD, EF, G, HM and K, on a portion of the said larger land admeasuring 6323.97 sq. mtrs. It is further stated that respondent No.2, by an



Agreement dated 29 November 1990, appointed respondent No.3, M/s Lok Housing and Construction Ltd., as developer for the purpose of developing the larger land by utilizing the balance permissible FSI. In pursuance thereof, respondent No.3 constructed four buildings, being Building Nos.1 to 4, on a portion of the larger land. It is further the case of the petitioner that respondent No.3 also constructed Building No.5 comprising stilt plus four upper floors, which was thereafter handed over to respondent No.2. It is stated that respondent No.2, by an Agreement dated 28 January 1999, agreed to sell Building No.5 to respondent No.10, Pooja Co-operative Housing Society Ltd. It is further stated that respondent No.3 could not complete construction of Building No.6 and consequently the said building was surrendered to respondent No.2. Thereafter, respondent No.2, by an Agreement dated 3 March 2000, granted development rights in respect of Building No.6 to M/s Shree Ram Constructions. The petitioner further states that respondent No.3 sold flats and units in Building Nos.1 to 4 to various purchasers, who thereafter formed separate co-operative housing societies. respondent No.1 is stated to be one such society, formed by purchasers of flats in Building No.C4 constructed by respondent No.3. It is the case of the petitioner that respondent No.2, now known as Sanofi India Ltd., executed a registered Deed of Conveyance dated 13 April 2023, whereby land admeasuring 27,605.51 sq. mtrs. out of the larger land came to be conveyed on an “as is where is” basis.

3. The petitioner states that respondent No.1, on 5 March 2024, filed Application No.42 of 2024 before respondent No.11,

namely the Competent Authority and District Deputy Registrar, Co-operative Societies (2), East Suburban, Mumbai, under Section 11 of the Maharashtra Ownership of Flats Act, 1963, seeking issuance of a Certificate of Unilateral Deemed Conveyance in respect of land admeasuring 6096 sq. mtrs., together with proportionate rights in the recreational ground area from the larger land. It is stated that the building of respondent No.1 consists of a single wing comprising ground plus seven upper floors, and that the society came to be registered on 23 July 2001. The petitioner further states that he filed a reply dated 13 August 2024 opposing Application No.42 of 2024 and disputing the entitlement of respondent No.1. It is contended that Building No.C4 forms an integral part of Building Nos.C1, C2 and C3, and constitutes only one wing of Building No.3, and therefore cannot be conveyed independently. It is further contended that respondent No.1 has failed to disclose the exact area underlying Wing C4. According to the petitioner, respondent No.1 is not entitled to claim land admeasuring 5309.97 sq. mtrs., which represents the built-up area of Wings C1, C2, C3 and C4 taken together. It is further contended that the Agreement for Sale annexed to the application is merely an agreement for resale and cannot be treated as an agreement executed under the provisions of the Maharashtra Ownership of Flats Act. It is stated that during inspection, a copy of an Agreement dated 29 July 1990 executed by respondent No.3 in favour of Dr. Pravin B. Kharwadkar in respect of Flat No.603 in Wing C4 was produced, which records that the FSI consumed in Building C4 has no correlation with the plot area. It is further

recorded therein that conveyance was contemplated in favour of a single society to be formed for all buildings. It is therefore contended that land admeasuring 5309.97 sq. mtrs. is not capable of being conveyed to any one society. It is also contended that respondent No.1 is registered in respect of Buildings C3 and C4, and hence cannot seek conveyance of Building C4 independently. It is lastly contended that the area claimed for conveyance is unsupported by any architect's certificate.

4. The petitioner states that by the impugned order dated 30 October 2024, respondent No.11 has allowed Application No.42 of 2024 and granted a Certificate of Unilateral Deemed Conveyance in favour of respondent No.1 in respect of land admeasuring 2156.38 sq. mtrs. out of the net plot area, together with undivided rights in land admeasuring 380.54 sq. mtrs. out of the recreational ground area, aggregating to a total of 2536.92 sq. mtrs. Being aggrieved by the said order, the petitioner has instituted the present petitions.

5. Mr. Thorat, learned Advocate appearing for the petitioner, submits that respondent No.11 has failed to consider that the application for deemed conveyance preferred by respondent No.1 Society was not maintainable in law. It is his contention that respondent No.1 Society has been constituted by purchasers of flats in Wings C3 and C4 of Building No.3, whereas the relief sought in the application is restricted only to the land beneath Wing C4. According to him, such a claim is inherently inconsistent with the constitution of the society itself. It is further submitted that the Competent Authority has not properly appreciated that

Building No.3 comprises Wings C1, C2, C3 and C4 forming one composite structure, and therefore a separate conveyance in respect of only one wing thereof is impermissible. On this ground, it is urged that the application filed by respondent No.1 ought to have been rejected at the threshold. The learned Advocate further submits that respondent No.11 has failed to consider that there was no cogent material on record to justify the conclusion that respondent No.1 Society was entitled to deemed conveyance in respect of land admeasuring 2156.38 sq. mtrs. out of the net plot area, together with undivided rights in the recreational ground area admeasuring 380.54 sq. mtrs. It is contended that the determination of such area is unsupported by any reliable basis. It is further submitted that respondent No.11 has erred in recording a finding that the Applicant Society and Opponent No.5 Society had furnished lists of members along with details of the built-up area of their respective flats, on the basis of which the total built-up area was computed as 57,459.08 sq. mtrs. According to the learned Advocate, the said lists lack authenticity and do not possess any evidentiary value, and therefore could not have been relied upon by the Competent Authority.

6. It is also contended that respondent No.11 has committed a further error in concluding, on the strength of such unauthenticated material, that the pro-rata built-up area attributable to the Applicant Society is 40.61% and that of respondent No.5 Society is 59.39%. It is submitted that such determination, being founded on unreliable material, could not have formed the basis for grant of the impugned deemed

conveyance.

7. It is submitted by Mr. Thorat, learned Advocate for the petitioner, that the grant of conveyance in favour of respondent No.1 in each of the present petitions would result in encroachment upon the areas earmarked for other co-operative housing societies within the same layout. It is contended that if the areas granted under the impugned orders are considered cumulatively in respect of all such societies, the same would, in effect, encroach upon and prejudice the area claimed by the petitioner's society. On this basis, it is urged that the applications for deemed conveyance filed by the respective societies are liable to be rejected in their entirety.

8. Per contra, the learned Advocate appearing for respondent No.1 in each petition submits that respondent No.3, namely M/s Hoechst India Limited, was the owner of land admeasuring 36,325 sq. mtrs., bearing Survey Nos. 82 (part) and 88 (part), situated at Village Nahur, Taluka Kurla, Mumbai Suburban District, hereinafter referred to as the larger land. It is submitted that respondent No.3 had constructed six buildings, namely Wings AD, CD, EF, G, HM and K, on a portion of the larger land admeasuring 6323.97 sq. mtrs. It is further submitted that by an Agreement dated 29 November 1990, respondent No.3 appointed respondent No.2, M/s Lok Housing and Construction Limited, as the developer of the larger land. Pursuant thereto, respondent No.2 developed the project known as "Lok Rachna", constructed five buildings thereon, and sold flats in the said buildings to various purchasers. It is submitted that, in so far as the present petition is concerned, respondent No.2 sold flats in Building No.3, comprising 63 flats in

Wings C1 and C2, to different purchasers.

9. The learned Advocates have invited attention to certain clauses of the Agreement. Recital Third records that the flats were sold with the intention that the purchasers would form a co-operative housing society, in whose favour conveyance of the plot would ultimately be executed. Clause 23 provides that upon completion of construction, the developer shall form a society and may either form separate societies for individual buildings or a common society for portions of the plot, and thereafter execute conveyance in favour of such society or societies. Clause 28 stipulates that there shall be no subdivision of the plot, and restricts encroachment upon recreational grounds or spaces reserved for other structures forming part of the Hoechst Complex, while at the same time preserving rights of ingress and egress for occupants of the complex. Clause 30 further provides that the developer may form separate societies for individual buildings or a common society for more than one building, and shall execute conveyance accordingly in favour of such society or societies. It is further submitted that on or about 13 April 2023, the petitioner obtained a Deed of Conveyance in respect of the larger land for a consideration of Rs.1 Crore. Reference is made to the recitals therein. Recital (1) records sanction of plans by the Municipal Corporation of Greater Mumbai for various buildings and recreational areas. Recital (Q) records that the larger land has been developed and comprises several buildings. Recital (R) sets out particulars of the buildings constructed along with the number of flats therein. Recital (R)(g) specifically records that Building

Nos.1 to 4 forming part of the “Lok Rachna” project have been constructed and that the units therein have been sold to various purchasers, and further records that the land beneath such buildings, along with proportionate rights in common areas, is required to be conveyed to the apex society or to individual societies, which obligation remains unfulfilled. Recital (BB) records that the petitioner has agreed to accept conveyance of the larger land on an “as is where is” basis, subject to rights already created in favour of third parties, and subject to the obligation of executing conveyance in favour of the respective societies. The operative clause reiterates the said obligation. It is further submitted that the petitioner has placed on record only the operative portion of the Deed of Conveyance and has not produced the annexures forming part thereof. It is pointed out that one such annexure is an Architect’s Certificate dated 23 August 2022, which has also been relied upon by respondent No.1 while seeking deemed conveyance under Section 11 of the Maharashtra Ownership of Flats Act, 1963. The said certificate sets out building-wise built-up area and the FSI consumed, and records that respondent No.1 Society has a built-up area of 5687.17 sq. mtrs., corresponding to a proportionate share of 20.73% in the overall layout.

#### **REASONS AND ANALYSIS:**

**10.** I have given anxious consideration to the rival submissions and perused the material placed on record. The present petitions arise from a common order passed by the Competent Authority under Section 11 of the Maharashtra Ownership of Flats Act, 1963.

Because the issue is common, and because the competing claims are interlinked, the petitions have been heard together and are being decided by this common judgment.

**11.** The first submission of the petitioner is that the application for deemed conveyance itself was not maintainable. Learned counsel says that respondent No.1 Society is formed by flat purchasers of Wings C3 and C4 of Building No.3. Still, the application is filed only for land under Wing C4. According to him, this itself shows inconsistency. He further says that Building No.3 is one single structure having Wings C1, C2, C3 and C4, and therefore one wing cannot be separated and given conveyance. At first glance, this argument appears reasonable. But when the record is carefully seen, it does not fully support such a strict position. The project was not made in one single step. It was developed gradually. The original owner entered into development agreements. Different buildings came up at different times. Different purchasers came in. Separate societies were also formed building wise or wing wise. Because of this, rights have become layered and somewhat complex. Therefore, one cannot decide the issue only by saying that one building has many wings. The matter has to be seen with reference to agreements, sanctioned plans, layout, built up area, and rights already created in favour of different persons.

**12.** The petitioners have strongly argued that no conveyance can be granted for only one wing out of a larger building. This argument is put as if it is a fixed rule. But such a rule cannot be accepted in that absolute way. Whether one wing can be separately



conveyed depends on facts of each case. One has to see how the project was planned, how flats were sold, what rights were kept in agreements, and how the area was divided in reality. The Competent Authority therefore could not reject the application only because it related to Wing C4. The authority was required to examine whether the society has some clear share in the larger layout. From the record, it appears that the society was not asking for entire land. It was asking only for proportionate share connected with its building and common areas. So the real issue was not only whether application is maintainable. The real issue was what exact portion can be given. That is more a question of measurement than a pure question of law.

**13.** The petitioners have then argued that there was no proper material before the Competent Authority to fix the area of 2156.38 sq. mtrs. and 380.54 sq. mtrs. This point needs careful consideration. In matters of deemed conveyance, the authority cannot act casually. Area must come from some record. At the same time, it is also true that the Competent Authority is not like a full civil court conducting detailed trial. It works on documents placed before it. These include agreements, plans, architect reports and other records. If these documents broadly show that a society is entitled, the authority can grant conveyance. But if the exact area itself becomes seriously disputed, and cannot be decided without deeper evidence, then such dispute may go beyond this limited process.

**14.** The petitioners have further attacked the reliance placed on the list of members and built up area given by societies. It is

contended that such list has no authenticity. However, at the same time, the record shows that the authority did not rely only on that list. It also considered agreements, the conveyance obtained by the petitioner, and the architect's certificate. Therefore, it is not correct to say that the entire order is based only on one weak document. Even then, the dispute raised by the petitioners shows that the exact area is still not fully certain and remains under contest.

15. The petitioners have also challenged the pro rata calculation of 40.61 percent and 59.39 percent. According to them, since the base data itself is doubtful, the percentage cannot be accepted. When many societies exist in one layout, proportion becomes important. If the base figure is unclear, the percentage becomes doubtful. This goes to the root of how area is divided. Once the base itself is disputed, the authority must act carefully. It can grant conveyance to the extent clearly supported by record. But it cannot finally decide a deeply disputed measurement issue in a summary way. On the other hand, respondent No.1 has explained the history of the project in detail. It is pointed out that the original owner had large land and development was done in parts. A developer was appointed. Buildings were constructed. Flats were sold. Societies were formed. It is also shown from agreements that there was clear intention to form societies and execute conveyance in their favour. Importantly, the agreements allowed flexibility. They permitted formation of separate societies for different buildings or even common society. This shows that the project allowed division as per development. Therefore, the argument that no separate conveyance can ever be given is not supported by the

documents.

**16.** The clauses relied upon also support this position. They show that purchasers were to form societies and conveyance was to follow. They also show that more than one society could exist. They protect common areas but do not prohibit separate conveyances where appropriate. These clauses do not give a final answer to measurement dispute. But they clearly show that right of a society cannot be rejected only because other societies are present in same layout.

**17.** The conveyance dated 13 April 2023 is also important. The petitioner himself has taken conveyance of larger land. In that document, it is clearly recorded that buildings exist, flats are sold, and conveyance to societies is still to be completed. It also says that such rights of societies continue. The petitioner cannot rely on that document for title and at the same time deny what it clearly states. The document does not close the rights of societies.

**18.** At the same time, this document also shows one more thing. It shows that what is to be conveyed is not uncertain. It is proportionate and subject to layout. So the real dispute now is not whether respondent No.1 has right. The real dispute is how much area it can claim. Different sides are giving different calculations. One relies on architect certificate. Other relies on structure of building and layout. This makes the dispute one of measurement.

**19.** The submission of the petitioners that grant of conveyance may affect other societies also requires serious thought. A summary order should not settle such inter se disputes finally

when proper evidence is required. In such situation, safer course is to leave the matter for full adjudication before civil court.

**20.** It is true that respondent No.1 has relied on architect certificate. That certificate gives some basis. It shows built up area and FSI. It supports their claim. But when serious dispute is raised that even this base is incorrect or overlapping, especially in large layout with many societies, deeper examination is needed.

**21.** Therefore, on overall consideration, it appears that petitioners have not shown that respondent No.1 has no right at all. The Competent Authority was right to see that some conveyance is due. But the exact measurement issue is not finally settled and cannot be settled in this limited proceeding.

**22.** In such situation, proper course is to allow parties to go before civil court for full adjudication of measurement. That forum can consider evidence, plans, expert reports and decide correctly. Writ jurisdiction is not suitable for that detailed exercise.

**23.** For these reasons, the petitions are liable to be dismissed. However, liberty must be given to the petitioners to file civil suit for deciding exact measurement and related rights. The civil court shall decide the matter independently on evidence placed before it.

**24.** In view of the foregoing discussion and reasons recorded hereinabove, the following order is passed:

- (i) All the Writ Petitions stand dismissed;
- (ii) The respective judgment and order passed by the Competent Authority and District Deputy Registrar, Co-

operative Societies (2), East Suburban, Mumbai, granting deemed conveyance in favour of respondent No.1, is upheld;

(iii) It is clarified that the findings recorded in the impugned order, as well as in the present judgment, are confined to the limited issue of entitlement to deemed conveyance and shall not be construed as a final adjudication of the exact measurement of the land or the precise allocation of area inter se between the parties or other societies in the layout;

(iv) The petitioners are granted liberty to institute an appropriate civil suit for determination of the exact measurement of the land, the proportionate entitlement of the respective societies, and all consequential rights arising therefrom;

(v) If such civil proceedings are instituted, the competent civil court shall decide the same on its own merits, in accordance with law, and without being influenced by any observations made in the impugned order or in the present judgment, except to the extent of the limited issue of entitlement;

(vi) There shall be no order as to costs;

(vii) All pending interim applications, if any, stand disposed of.

**(AMIT BORKAR, J.)**