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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.16367 OF 2025

Shantilal Jivraj Gogri, through
PoA holder Ranjan Shantilal Gogri ... Petitioner

V/s.

Lena Apartment Cooperative
Housing Society Ltd. & Anr. ... Respondents

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Mr. Kunal Mehata i/by Mr. Vikrant Makhare for the
petitioners.

Mr. Mahesh Menon with Ms. Aakansha Anand i/by
Mahesh Menon & Co., for respondent No.1.

Smt. M.S. Shrivastava, AGP for respondent No.2-State.

CORAM : AMIT BORKAR, J.

DATED : JANUARY 7, 2026

P.C.:

1. The petitioner has questioned the order passed by the authorities under the Maharashtra Co-operative Societies Act, 1960, by which the order of the society refusing to grant membership to the petitioner has been confirmed.

2. The petitioner contends that he has acquired rights in the premises on the basis of registered consent terms dated 30 March 1979 and the modified consent terms dated 20 April 1993. He submits that these consent terms arose out of a suit relating to the very premises in question and that he continues to occupy the premises as a tenant. According to the petitioner, even though the consent terms do not expressly confer ownership, their registration

was not mandatory. He further submits that both sets of consent terms are in the nature of an agreement contemplated under Section 4 of the Maharashtra Ownership Flats Act, 1963 and are in conformity with Form V prescribed under the said Act. On this basis, the petitioner asserts that, even in the absence of a specific clause transferring title, he is entitled to claim membership of the society in respect of the said premises.

3. On examining the consent terms dated 30 March 1979, it becomes clear that under clause 6 the developer agreed to sell a new shop on the ground floor, as shown in the plan annexed at Exhibit A, having a carpet area of 683 square feet and the specified frontage. However, clause 16 assumes decisive importance. This clause clearly records that the petitioner was required to pay an amount of Rs.5,000 out of the agreed consideration of Rs.10,000 only at the time of execution of a conveyance for the new shop premises. When clauses 6 and 16 are read together, they leave no doubt that the parties never intended the consent terms themselves to operate as a document transferring ownership. On the contrary, they expressly contemplated a separate and future conveyance, without which title was not to pass to the petitioner.

4. Further, neither the consent terms nor any other document placed on record shows that these consent terms were drawn in accordance with Form V prescribed under the Maharashtra Ownership Flats Act. There is no statement in the consent terms to suggest that the rights and obligations of the parties were to be governed by the provisions of the MOFA. In the absence of any such recital or indication, the claim that the consent terms

themselves conferred ownership cannot be accepted. Mere reference to MOFA at the stage of arguments cannot substitute for clear terms in the document.

5. The petitioner relied upon a statement made in the deemed conveyance application filed by the society to contend that the society had treated him as the owner of the premises. However, a careful reading of that application shows that the reference in paragraph 5 is only by way of narration of past events. It does not amount to an admission or acceptance by the society that the petitioner was the owner of the shop. Until a conveyance is executed in favour of the petitioner, as specifically contemplated by clause 16 of the consent terms dated 30 March 1979, his title remains incomplete. Only after such conveyance can he claim ownership and seek membership on that basis.

6. In this view of the matter, the authorities under the Act were justified in rejecting the petitioner's application for membership. The decision is based on the documents on record and the clear terms of the consent agreement. No case for interference is made out.

7. The writ petition accordingly stands dismissed. No costs.

(AMIT BORKAR, J.)