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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.3457 OF 2026
AND
WRIT PETITION NO.3365 OF 2026
AND
WRIT PETITION NO.3367 OF 2026
AND
WRIT PETITION NO.3387 OF 2026
AND
WRIT PETITION NO.3441 OF 2026
AND
WRIT PETITION NO.3442 OF 2026

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Prestige Properties, An association of
persons comprising of

- (1) Mukesh Makandas Mehta
- (2) Nancy Mehta Gothi
- (3) Forum Mukesh Mehta

having address at Silver Utopia,
Ground Floor, Cardinal Gracious
Road, Chakala, Andheri (East),
Mumbai 400 099

... Petitioner

Vs.

1. **The District Deputy Registrar of
Cooperative Societies – 3,**
MHADA Room No.69, Gruha Nirman
Bhavan, Ground Floor, Kala Nagar,
Bandra (West), Mumbai 400 051
2. **The District Registrar of Cooperative
Societies, K/East Ward,**
being the authority under the
Maharashtra Cooperative Societies

Act, 1960, K/East Ward Office,
2nd Floor, Brihanmumbai Municipal
Corporation Building, Azad Road,
Gundavali Gaothan, Andheri (East),
Mumbai 400 069.

3. **Silver Utopia Premises Cooperative Society Limited**, A cooperative society formed under the provisions of the Maharashtra Cooperative Societies Act, 1960 having registration No.MUM/WKE/HSG/O/16436/2023-24/2024, Silver Utopia, Cardinal Gracious Road, Chakala, Andheri (East), Mumbai – 400 099
4. **The Special Recovery and Sales Officer, attached to the Mumbai District Cooperative Housing Federation Limited**, 19 Bell Building, Sir PM. Road, Opp. Laxmi Building, Fort, Mumbai – 400 001 ALSO AT Kannamwar Nagar 2, Near Building No.77, Old Police Station, Opposite ICICI Bank, Vikhroli (East), Mumbai – 400 083
5. **The State of Maharashtra**, through Ministry of Cooperation & Textile, represented through the Government Pleader, High Court, Appellate Side, Mumbai.

... Respondents

Mr. Girish Godbole, Senior Advocate i/by Mr. Pranav Desai, Mr. Sahil Ansari, and Mr. Kailash N. Baug for the petitioner.

Ms. S.S. Jadhav, AGP for respondent Nos.1, 2, 4, & 5-
State in WP/3365/2026

Mr. S.L. Babar, AGP for respondent Nos.1, 2, 4, & 5-State in WP/3367/2026.

Smt. Mamta Shrivastava, AGP for respondent Nos.1, 2, 4, & 5-State in WP/3387/2026.

Mr. A.A. Alaspurkar, AGP for respondent Nos.1, 2, 4, & 5-State in WP/3441/2026.

Smt. S.D. Chipade, AGP for respondent Nos.1, 2, 4, & 5-State in WP/3442/2026.

Smt. A.A. Purav, AGP for respondent Nos.1, 2, 4, & 5-State in WP/3457/2026.

Mr. Ashish Kamat, Senior Advocate with Mr. Jai Chhabria, Mr. Veer Ahsar, Mr. Sudarshan Satalkar, and Ms. Palomi Vatsyayan i/by Federal & Co., for respondent No.3.

CORAM : AMIT BORKAR, J.

RESERVED ON : MARCH 18, 2026.

PRONOUNCED ON : MARCH 24, 2026

JUDGMENT:

1. Since all these writ petitions involve common questions of law as well as fact, they are being disposed of by this common judgment. For the sake of convenience and to avoid repetition, the facts necessary for adjudication are being referred to from Writ Petition No. 3457 of 2026, which is treated as the lead matter.

2. By these writ petitions, the petitioner has called in question the legality and validity of the order dated 31 December 2024 passed by respondent No. 2 and the order dated 23 February 2026 passed by respondent No. 1. The petitioner has also impugned notices issued by respondent No. 4, namely, notices before attachment dated 15 April 2025 and 21 January 2026.

3. The facts and circumstances giving rise to the present writ petitions, as set out by the petitioner, are as follows. The petitioner is the owner of six commercial units situated in the building known as “Silver Utopia” at Chakala, Andheri (East), Mumbai. The petitioner developed the said building, obtained a part Occupancy Certificate in the year 2012, and continued to maintain the premises until the purchasers formed a co-operative society known as Silver Utopia Premises Co-operative Society Ltd. Disputes arose between the two members of the petitioner AOP from the year 2014, which culminated in Commercial Suit No. 193 of 2018 before this Court. In the said proceedings, an interim consent order dated 24 February 2020 came to be passed, whereby the petitioner was directed to pay maintenance charges in respect of its six units to “Prominent Facility and Management Services” through Escrow Account No. 701277612, at the rate of Rs. 8,62,000/- per month plus GST. The petitioner asserts that the said payments were duly made and that the amounts so paid included proportionate charges towards common areas. It is further the case of the petitioner that Mr. Kamlesh Shah, a former member of the AOP, failed to disclose to the Court the existence of the said co-operative society, and consequently, the petitioner continued to discharge its maintenance obligations through the aforesaid arrangement. The consent order also required Mr. Shah to formalize an agreement with the maintenance agency and to furnish complete disclosure of tax invoices and accounts. According to the petitioner, such disclosures were never made.

4. The petitioner thereafter instituted contempt proceedings in the said suit seeking disclosure of information regarding the society and the maintenance of the building from Mr. Kamlesh Shah. It is the petitioner's case that Mr. Shah remained silent on the existence of the society, which led the petitioner to bona fide believe that it continued to be responsible for managing the affairs of the building. In compliance with the orders of this Court, the petitioner continued to make regular payments to the said maintenance agency in respect of all six units up to March 2022. It is further stated that even at the stage of filing final consent terms in March 2022, the petitioner's present members were unaware of the existence of the society and had independently undertaken maintenance of the common areas appurtenant to their premises.

5. Respondent No. 3 initiated recovery proceedings against the petitioner alleging outstanding maintenance dues in respect of common areas pertaining to the petitioner's units for the period from January 2020 to June 2023. It is stated that similar recovery proceedings were instituted by the said society in respect of the remaining five units owned by the petitioner. The petitioner filed a common reply opposing all such recovery applications. It is further the petitioner's case that Mr. Kamlesh Shah retired from the AOP in September 2021 after agreeing to settle outstanding dues with the maintenance agency, and thereafter the commercial suit came to be withdrawn. Subsequent to such withdrawal, the petitioner discontinued the services of the earlier maintenance agency and, from April 2022, engaged Delta Force Security Services LLP for providing maintenance, security, and housekeeping services. The

petitioner asserts that despite its efforts, respondent No. 2 failed to adjudicate upon its application seeking disclosure of relevant documents.

6. The petitioner has assailed the order dated 31 December 2024 on the ground that it is unreasoned and appears to have been passed in undue haste without proper consideration of the material on record. It is further stated that a writ petition challenging the said order came to be dismissed by this Court by judgment dated 05 December 2025 solely on the ground of maintainability, while granting liberty to the petitioner to approach respondent No. 1 and keeping all contentions open for consideration before the said authority.

7. Learned Senior Counsel Mr. Godbole, appearing on behalf of the petitioner, submitted that the present writ petitions are being pursued without prejudice to the petitioner's rights in the Special Leave Petition filed before the Supreme Court challenging the judgment dated 05 December 2025, particularly in relation to the issue of classification of the petitioner vis-à-vis the respondent society.

8. Inviting attention to the reply filed by the petitioner in the proceedings under Section 154B-29 of the Maharashtra Co-operative Societies Act, it was submitted that despite a specific request for inspection and supply of the contract entered into between the respondent society and its maintenance agency, no such document was furnished, nor did the authority pass any order directing its production. It was further submitted that the

petitioner had, in compliance with the consent order dated 24 February 2020, paid substantial amounts towards maintenance to the said agency, and that the total payments so made exceed the dues now claimed by the respondent society. It was also contended that the respondent society has failed to produce any material to demonstrate that it had made corresponding payments to the maintenance agency to whom the petitioner had already remitted amounts.

9. Mr. Godbole further submitted that the maintenance charges sought to be recovered by respondent No. 3 are calculated on a per square foot basis, which is contrary to the binding guidelines issued by the State Government under Section 79A of the Maharashtra Co-operative Societies Act, 1960. It was urged that this renders the impugned order manifestly erroneous and contrary to settled legal position prevailing since the year 2000. It was contended that the petitioner had raised several substantive defences before the authority, including issues relating to the quantum of levy, absence of proper accounts, proof of substantial payments already made, illegality of the charges, violation of statutory provisions, inapplicability of certain funds, non-supply of bills and accounts, dispute regarding the existence of the society, and instances of alleged double billing. According to the petitioner, these were not merely formal objections but went to the root of the claim and required a detailed and reasoned adjudication. It is submitted that respondent No. 2 failed to consider these material contentions and ignored vital aspects affecting the petitioner's liability, thereby vitiating the decision-making process and

rendering the impugned order unsustainable in law.

10. Mr. Godbole, learned Senior Counsel appearing for the petitioner, submitted that from April 2022 onwards, the petitioner has itself undertaken maintenance of its respective units along with proportionate common areas of the building. On this basis, it is contended that the petitioner is entitled to claim appropriate deductions towards the amounts already paid to Delta Force Security Services LLP (DFMS). It was further submitted that respondent No. 1 ought to have interfered with the non-speaking order passed by respondent No. 2 and ought to have remanded the matter for fresh consideration, particularly after directing adjudication of the petitioner's application for inspection of documents. According to the petitioner, respondent No. 1 failed to address this fundamental breach of principles of natural justice and proceeded to affirm the defective order, thereby causing serious prejudice.

11. In support of the aforesaid submissions, Mr. Godbole placed reliance upon the judgment of this Court in Writ Petition No. 4089 of 2025 decided on 5 December 2025 in the case of George Alex Fernandes and Another vs. Chairman/Secretary, Alankar Tower Cooperative Housing Society and Others, as well as the judgment in Writ Petition No. 14996 of 2024 and connected matters decided on 19 September 2025 in the case of Saraf Kaskar Industrial Premises Cooperative Society Limited vs. District Deputy Registrar, Cooperative Societies and Another. Reliance was also placed on the decision of this Court in Venus Cooperative Housing Society and Another vs. Dr. J.Y. Detwani and Others, reported in 2022 SCC

OnLine Bom 1457.

12. Per contra, Mr. Kamat, learned Senior Counsel appearing on behalf of respondent No. 3, opposed the petitions and submitted that the petitioner itself was instrumental in the formation of the respondent society through various proceedings initiated before the authorities under the Act as well as before this Court. It was further submitted that the present writ petition represents the fifth round of litigation between the parties arising out of disputes concerning the petitioner, thereby indicating a continuing pattern of litigation on substantially similar issues.

13. Inviting attention to page 104 of the writ petition, Mr. Kamat referred to the no-dues certificate issued by Prominent Facility Management Services in favour of the petitioner and submitted that the said document does not disclose the particulars of payments allegedly made by the petitioner to the maintenance agency. It was further submitted that the petitioner owns multiple premises within the society and that any payment made by the petitioner to the maintenance agency constitutes an independent transaction between the petitioner and such agency. According to respondent No. 3, in the absence of any direction issued by the society requiring the petitioner to make payments directly to the maintenance agency, the petitioner cannot claim adjustment or set-off of such amounts against the maintenance dues lawfully claimed by the society. It was contended that if the petitioner has any grievance regarding such payments, the appropriate remedy lies in pursuing independent proceedings against the maintenance agency.

14. Mr. Kamat further invited attention to the definition of “dues” under Section 154B-1(12) of the Maharashtra Co-operative Societies Act, 1960, and submitted that the authority exercising powers under Section 154B-29 is competent to determine and recover dues of the society, including charges towards repairs, maintenance, and other heads as contemplated under the statute. It was submitted that while the provision contemplates submission of a statement of accounts and relevant documents, in the absence of specific rules framed under the Act, the authority is required to adjudicate upon the basis of documents produced by the society. It was further contended that the scope of such proceedings does not extend to examining whether the society has actually disbursed amounts to third parties or agencies to whom payments are claimed to have been made. According to the respondent, permitting such an inquiry would open the floodgates for members to dispute every payment made by the society to its employees or contractors, thereby imposing an unworkable burden on the society to establish each such transaction before recovery can be effected. Such an approach, it was urged, is neither contemplated by the statute nor permissible in law.

15. It was further submitted by Mr. Kamat that the contention regarding alleged non-compliance with Section 79A of the Act raises a mixed question of law and fact and cannot be permitted to be raised for the first time in writ jurisdiction. It was argued that the petitioner has failed to place any material on record to establish that the amounts allegedly paid by it to the maintenance agency were in fact towards maintenance of the society premises.

It was further submitted that all other members of the society have paid maintenance charges at the rate of Rs. 8 per square foot and that even during the period when the petitioner was managing the affairs of the society in its capacity as developer, it had itself levied maintenance at the same rate. It was also contended that there is no specific plea before the authority that the petitioner had failed to pay maintenance charges to the agency. On these grounds, it was urged that the writ petitions are devoid of merit and deserve to be dismissed.

REASONS AND ANALYSIS:

16. I have heard the learned Senior Advocates for the parties at length and I have perused the material placed on record. The petitioner says that it has already paid substantial amounts to Delta Force Security Services LLP towards maintenance and related services, and therefore the society cannot again recover the same amount from it. The society says that the petitioner cannot claim such deduction in these proceedings, because the liability claimed by the society is its own independent claim under the Act and any amount paid by the petitioner to a third party is a separate matter between the petitioner and that agency. After considering the rival submissions, I find no reason to interfere with the orders under challenge.

17. The first and main difficulty for the petitioner is that the proceedings before the authority were strictly confined to recovery of dues under the statutory scheme. The authority was required to examine whether the society had a valid claim for its maintenance

dues based on the documents and material placed before it. It was not expected to travel beyond that limited scope. It was also not sitting as a civil court to decide all possible disputes between the petitioner and third parties. The authority had a narrow role and it had to decide only whether the society was entitled to recover the amounts claimed by it under law.

18. When the petitioner argues that it has already made payments to Delta Force Security Services LLP and therefore such payments should be adjusted, the argument at first may appear reasonable. But on closer examination, it lacks the required legal support. For claiming a set off or adjustment, the petitioner must show clearly that such payments were made in discharge of the very same liability which the society is now claiming. There has to be a direct and established connection. It is not enough to merely say that some payments were made for maintenance in general. The law requires a clear basis showing that the payment was made on behalf of the society or under its authority so that it can reduce the liability.

19. In the present case, that necessary link is missing. There is no material to show that the society had directed the petitioner to make payments directly to the said maintenance agency in place of payment to the society. In absence of such direction or arrangement, the payments made by the petitioner remain, in effect, independent transactions between the petitioner and the agency. Because of this, those payments cannot be automatically treated as satisfaction of the society's dues. It must also be understood that the claim of the society and the alleged payments

to the agency operate in two different fields. The society's claim arises under the statutory scheme governing maintenance and common expenses. On the other hand, the petitioner's payments to the agency arise out of its own arrangement or understanding with that agency. These two cannot be mixed up unless there is strong material connecting them. Therefore, merely because the petitioner has made certain payments to a maintenance agency, it does not follow, as a matter of law, that its liability towards the society stands reduced or extinguished. The petitioner was required to establish this position with clarity and supporting material. Since that has not been done, the contention of adjustment or set off cannot be accepted.

20. The petitioner has attempted to place considerable reliance on the consent order dated 24 February 2020 and also on the subsequent conduct of the parties after passing of that order. A consent order must be read for what it actually directs and not for what is later assumed from it. The petitioner cannot stretch the effect of that order beyond its clear terms. It is true that the record indicates that the petitioner had made certain payments, first to the earlier maintenance agency and thereafter to Delta Force Security Services LLP. But the real and important question is slightly different and more specific. The question is whether those very payments can be said to have been made towards discharge of the exact dues which respondent No. 3 is now claiming in the present statutory proceedings. Unless that connection is clearly shown, the payments remain only general payments for some services and not necessarily payments which legally satisfy the

society's demand. On this crucial aspect, the petitioner has not placed material of sufficient strength and clarity. The authority could not have simply accepted the petitioner's statement and granted full adjustment. There must be proper proof showing that the payments correspond in amount, in period, and in purpose with the dues now demanded by the society. In absence of such matching details, it becomes difficult to conclude that the liability stands reduced or wiped out.

21. The petitioner has relied upon a no dues certificate issued by the earlier maintenance agency. However, this document, when seen carefully, does not answer the real issues. It does not clearly state what exact payments were made, for which specific period those payments relate, which particular units or common areas they covered, and most importantly, whether those payments were made in place of payment to the society. It also does not establish any legal link showing that the society had accepted or recognised those payments as discharge of its own dues. A certificate which is general in nature and lacking these necessary particulars cannot be treated as proof in favour of the petitioner. The authority was justified in not placing decisive reliance on such a document. Therefore, the petitioner's case, even when supported by the consent order and the certificate, remains incomplete and insufficient to claim a full set off against the dues claimed by the society.

22. Much emphasis was placed by the petitioner on the allegation that certain documents were not supplied and that its application for inspection was not properly decided. It is true that

in legal proceedings, supply of relevant documents is important and forms part of fair procedure. If a party is denied access to material which is necessary for defending its case, then it may affect the fairness of the decision. However, this rule is not to be applied in a mechanical way in every case. The Court must also see whether the documents said to be withheld were actually necessary for deciding the main issue and whether their absence has caused real and serious prejudice to the party complaining.

23. In the present case, when the grievance of the petitioner is examined in that light, it does not appear to go to the root of the matter. The proceedings before the authority were limited in scope. The authority was required to decide whether the society had a valid and recoverable claim for maintenance dues. For this purpose, the main consideration was the claim made by the society and the response of the petitioner to that claim. The case was not of such nature where every internal document or contract had to be examined in detail before any conclusion could be reached. It is also important to note that the petitioner was not left without an opportunity to defend itself. The record shows that the petitioner had filed its replies. It had raised several objections. These included contentions regarding alleged payments already made, claims of double billing, dispute about existence or functioning of the society, challenge to the method of calculation, and also a plea regarding violation of Section 79A. All these aspects were brought to the notice of the authority. Therefore, it cannot be said that the petitioner was prevented from putting forward its case or that it was taken by surprise. The petitioner was heard and its

contentions were available on record for consideration. Merely because certain documents were not supplied, without showing how those documents would have changed the outcome in a material way, the entire decision cannot be set aside. In these circumstances, the complaint regarding non supply of documents and inspection does not require this Court to interfere. It is not a case where the petitioner was completely unheard or excluded from the process. The basic requirement of opportunity was satisfied, and therefore the orders cannot be invalidated on this ground alone.

24. The contention raised by the petitioner on the basis of Section 79A also does not carry the matter in its favour in these writ petitions. The society has clearly stated that the maintenance charges were being recovered uniformly from all members at the rate of Rs. 8 per square foot. According to the society, this was the consistent practice followed in the building. The petitioner, however, has argued that such recovery is contrary to the Government guidelines issued under Section 79A. At a general level, such an argument may appear arguable, but it cannot be accepted in absence of proper supporting material. This issue requires comparison of how the charges were levied, what was the basis adopted by the society, whether the guidelines were applicable in the given situation, and whether there was any deviation in actual implementation. All these aspects need evidence and proper factual foundation. The petitioner has not placed sufficient material before the authority to clearly demonstrate that the entire demand raised by the society is illegal

only because of violation of Section 79A.

25. There is one more difficulty in accepting this argument at this stage. The plea based on Section 79A involves both factual and legal elements together. It is not a pure question of law. Therefore, it cannot be effectively examined in writ jurisdiction without adequate record. A general assertion that the charges are contrary to Government guidelines is not enough. The petitioner must show with clarity, through documents and details, how the calculation is wrong and how it directly violates the applicable directions.

26. Further, even while raising this contention, the petitioner has not been able to establish a clear link between the amounts allegedly paid by it to Delta Force Security Services LLP and the liability now claimed by the society. There is no proper material to show that those payments were made towards the same charges and for the same period which are presently under dispute. In absence of such specific proof, the argument remains incomplete. For all these reasons, the plea under Section 79A cannot be accepted as a ground to reject the society's claim in these proceedings. It remains a broad contention without necessary factual backing. Therefore, it does not assist the petitioner in obtaining relief in the present writ petitions.

27. The submission advanced on behalf of respondent No. 3 on this aspect appears to be correct and deserves acceptance. If the scheme of Section 154B-29 is properly understood, it becomes clear that the proceedings are meant for recovery of dues of the society in a summary manner based on the material produced. If,

in every such proceeding, each member is allowed to question the society's claim by insisting that the society must first prove, in detail, that it has paid each worker, contractor, or maintenance agency, then the entire purpose of the provision will get defeated. The proceeding will become long, complicated, and practically unworkable. It will lose its limited and focused nature. The statute does not require such an exercise to be undertaken. What the authority is expected to see whether the society has placed on record its statement of dues and the basic supporting material to justify its claim. Once that is done, the authority can proceed to determine the liability. It is not required to go into every internal transaction of the society or to verify each payment made by the society to third parties. That kind of detailed inquiry belongs to a different type of proceeding.

28. I also find substance in the submission that the petitioner cannot, in these writ petitions, claim a broad adjustment of amounts allegedly paid to Delta Force Security Services LLP and at the same time expect this Court to examine in detail the correctness, nature, and accounting of those payments. The petitioner itself states that it has made such payments. If those payments were made under a separate understanding with the agency, or if there is any dispute as to whether the agency has properly utilised or accounted for those amounts, that gives rise to a separate cause of action. The proper remedy for the petitioner in such a situation is to proceed against the said agency in accordance with law. This Court, while exercising writ jurisdiction, is not expected to conduct a detailed examination of such

independent disputes. The petitioner may have a valid claim to recover some amount from Delta Force Security Services LLP, but that claim stands on its own footing. It cannot be mixed up with the present proceedings so as to defeat or reduce the society's claim, unless there is a clear and established legal connection. Treating both disputes as one would not be correct in law.

29. The petitioner has not been able to show that the authorities acted beyond their jurisdiction. It has not been demonstrated that the claim of the society is barred under any provision of law. It has also not been established that the payments allegedly made to DFMS were required, as a matter of legal right, to be deducted from the dues claimed by the society in these proceedings. Further, no such serious procedural irregularity or denial of fair opportunity is shown which would compel interference under Article 226.

30. The judgments relied upon by the petitioner also do not assist its case in the present factual situation. The general principles laid down in those judgments are well accepted. It is correct that orders should be reasoned and that parties must be given an opportunity of hearing. However, these principles are always applied in the context of the facts of each case. In the present matter, the petitioner was given opportunity to place its case. It filed replies and raised all its contentions. The authority considered the matter within the scope of the proceedings. Merely because the authority did not accept the petitioner's submissions, it cannot be said that there is violation of those principles. Similarly, the judgments cited cannot be read to mean that in every dispute

relating to maintenance charges, the authority must decide all independent claims between a member and third party service providers. That would stretch the principle beyond its proper limits. Such an interpretation is not supported either by the statutory scheme or by the judgments relied upon.

31. In the result, the following order is passed:

- (i) All the writ petitions stand dismissed;
- (ii) The orders dated 31 December 2024 passed by respondent No. 2 and 23 February 2026 passed by respondent No. 1 are upheld;
- (iii) The notices issued by respondent No. 4, including the notices before attachment dated 15 April 2025 and 21 January 2026, are sustained;
- (iv) It is clarified that if the petitioner claims to have paid any amounts to Delta Force Security Services LLP towards maintenance or related services, it shall be open to the petitioner to initiate appropriate proceedings against the said agency for recovery of such amounts, in accordance with law;
- (v) It is further clarified that any such proceedings, if initiated, shall be decided on their own merits and in accordance with law, without being influenced by any observations made in the present judgment;
- (vi) There shall be no order as to costs.

(AMIT BORKAR, J.)

32. At this stage, learned Advocate for the petitioner seeks stay of the judgment and order. However, for the reasons recorded in this judgment, the prayer for stay of judgment stands rejected.

(AMIT BORKAR, J.)