



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.11331 OF 2019

Veena Vihar Co-op. Housing Society
Ltd. ...Petitioner

V/s.

The Administrator General,
Maharashtra State ...Respondent

WITH
INTERIM APPLICATION NO.1127 OF 2026
IN

WRIT PETITION NO.11331 OF 2019

Aakash Naresh Gangwani ...Intervenor

Veena Vihar Co-op. Housing Society
Ltd. ...Petitioner

V/s.

The Administrator General,
Maharashtra State ...Respondent

Mr. Pradeep Thorat *i/b. Mr. Jay K. Bhatia for the Petitioner.*

Ms. Sulbha D. Chipade, *AGP for Respondent-State.*

Mr. Sagar A. Shahani *with Mr. Ravikant Purohit for Intervenor/Applicant
in IA/1127/2026.*

Ms. Prakruti Joshi *for Noticee (Mr. Raghawan).*

CORAM: SANDEEP V. MARNE, J.

DATED: 17 JUNE 2026.

P.C.:

1) The Petition concerns Flat No.113 admeasuring 550 sq.ft. situated on first floor, Veena Vihar Co-operative Housing Society, 17/A, Flank Road, Sion (East), Matunga Estate, Mumbai-400 022(**the Flat**). One Mrs. N. Thangam Ramchandran was the occupier of the Flat and in that capacity, was a member of the Petitioner- Society. Mrs. N. Thangam Ramchandran passed away on 12 February 2011 without leaving behind any legal heir. As there was no claims by any legal heir in respect of the Flat, the office of the Respondent-Administrator General, Maharashtra State (**Administrator General**), initiated proceedings for taking over the Flat by filing Misc. Petition No.112 of 2016. By order dated 16 December 2016 passed in Misc. Petition No.112 of 2016, this Court *inter alia* permitted the Administrator General to take over possession of the Flat. At this stage, Petitioner-Society intervened by filing Notice of Motion No.45 of 2017, which was disposed of by order dated 18 August 2017 by which the Society was permitted to take over possession of the Flat. It appears that during the process of handing over possession of the Flat, Administrator General came across alleged joint Will made by late Mr. L.K. Ramchandran and his wife Smt. Thangam Ramchandran, under which the Flat is shown to have been bequeathed to one Mr. Rangaswamy Ramanujan.

2) The Petitioner-Society claims that Administrator General cannot take over the affairs of the Flat since the Petitioner is a tenant co-partnership society where the land and the building is owned by the Society. It is Petitioner's contention that if there are no legal heirs for

occupying the Flat in question, the occupancy rights must revert to the Society, who is already the owner of both land as well as the building.

3) On the other hand, Administrator General believes that the Society is tenant ownership society and that therefore late Smt. N. Thangam Ramchandran was actually the owner in respect of the Flat in question. The Administrator General therefore believes that it has right to administer the Flat upon death of the original member.

4) However, a new twist is added to this rival contest between the Petitioner-Society and Administrator General on account of entry of one Mr. Ranganath Raghavan on the scene. He claims to be grandson of Mr. Rangaswamy Ramanujan, the legatee under the alleged joint Will. However, it is an admitted position that Mr. Ranganath Raghavan is yet to secure probate/letters of administration in respect of the alleged Will. If Mr. Ranganath Raghavan is in a position to secure probate /letters of administration in respect of the Will, he can obviously claim ownership/ occupancy rights in respect of the Flat in question. This is how the entry of Mr. Ranganath Raghavan in his alleged capacity as legal heirs of the legatee under the Will of the original member changes the entire proposition. Since now there is a claim in respect of the Flat, the original controversy involved in the Petition about the Society being tenant co-partnership society or tenant ownership society has taken a back seat.

5) At this juncture, it is first required to verify as to whether Mr. Ranganath Raghavan is able to prove his title in respect of the Flat in question. For that purpose, probate/letters of administration in respect

of the Will will have to be obtained. In my view, therefore, original debate about the exact nature of the Petitioner-Society is required to be deferred till Mr. Ranganath Raghavan makes an attempt to secure probate/letters of administration in respect of the Will. In the event Mr. Ranganath Raghavan is unable to secure probate/ letters of administration in respect of the Will, the original debate between the Petitioner-Society and Administrator General can resume.

6) Writ Petition is accordingly **disposed of** leaving behind nature of of the Petitioner-Society to be determined in appropriate proceedings. Mr. Ranganath Raghavan is at liberty to secure probate/letters of administration in respect of the alleged Will within a period of one year. If Mr. Ranganath Raghavan secures probate /letters of administration in respect of the alleged Will, the Society shall transfer the share certificate in his name. If on the other hand, Mr. Ranganath Raghavan fails to secure Will within the stipulated period, Administrator General would be at liberty to take out appropriate proceedings for claiming rights in respect of the Flat and such proceedings can be defended by the Petitioner-Society contending that it is actually the owner in respect of the Flat in question.

7) All rights and contentions of the parties in this regard are expressly kept open.

8) The Petitioner-Society shall continue to remain in possession of the Flat until the Administrator General secures an order from the appropriate Court in this regard. The Society shall however not alienate

the Flat on the strength of the possession. However, instead of keeping the Flat vacant, the Society is permitted to grant license in respect thereof during the intervening period subject to condition that in the event of Mr. Ranganath Raghavan establishing his title to the Flat, the entire license fees received shall be paid over to him after deducting the Society's maintenance charges.

9) In view of disposal of the Writ Petition, nothing survives to be adjudicated in the Interim Application and the same is accordingly disposed of.

[SANDEEP V. MARNE, J.]