

(2013) 10 BOM CK 0079

In the Bombay High Court

Case No : Writ Petition No. 1439 of 2012

M/s. Shree Siddharth Construction Builders and Developers, APPELLANT
Mumbai

Vs

Shree Saraswati Apartment Co-Operative Housing Society RESPONDENT
Limited, Mumbai and Others

Date of Decision : 17-10-2013

Acts Referred:

Citation : (2013) 6 ABR 1034 : (2014) 2 BomCR 461 : (2014) 1 MhLj 784

Hon'ble Judges : Mohit S. Shah, C.J;M.S. Sanklecha, J

Bench : Division Bench

Advocate : P.K. Dhakephalkar, Mr. Gaurav R. Joshi and Mr. Yogesh Adhia, for the Appellant; Sanjay Jain, Ms. Usha Gadagkar and Ms. Premlata Yadav, instructed by y Divya Shah Associates for Respondent No. 1, Mr. D.J. Khambata, Advocate General and Mr. J.S. Saluja, A.G.P. for Respondent State, for the Respondent

Final Decision : Dismissed

Judgement

M.S. Sanklecha, J.—By this petition under Article 226 of the Constitution of India the petitioner seeks the following reliefs:-

- a) A declaration that the amendments made to Sections 2, 5, 5A, 10, 11 and 13 of the Maharashtra Ownership of Flats Act, 1963 ("MOFA") by Act No. 4 of 2008 are ultra-vires, unconstitutional, null and void.
- b) A writ of certiorari to quash and set aside the order dated 26 March 2012 passed by the Competent Authority i.e. District Deputy Registrar (Respondent No. 4) appointed u/s 5A of the MOFA and
- c) A writ of mandamus directing respondent No. 4 and the State of Maharashtra (Respondent No. 5) to cancel the conveyance dated 30 May 2012 registered with the office of the Sub Registrar of Assurances, Borivali consequent to the impugned order dated 25 March 2012 passed by respondent No. 4.

At the hearing no submissions were made on behalf of the petitioner with regard

to the declaration sought at (a) above namely, declaring the amendment to the MOFA as unconstitutional. Therefore, we have had no occasion to consider the validity or otherwise of the amendment made to the MOFA by Act No. 4 of 2008. So far as the relief sought in clause (c) above is concerned i.e. cancellation of the conveyance dated 30 May 2012 registered with the Office of the Sub Registrar of Assurances, no separate submissions were made as the same would be a consequence of our decision with regard to petitioner's challenge at (b) above to the impugned order dated 26 March 2012 passed by respondent No. 4 under MOFA.

2. The genesis of the present petition challenging the order dated 26 March 2012 of respondent No. 4 under MOFA is that the petitioner by an agreement dated 29 December 2007 purchased the rights of one Dayaram Damodar Acharya Mithaiwala-HUF (the original owners) in the property i.e. plot of land admeasuring 4739.77 mtrs. bearing CTS No. 1404 and 1404/1 to 23 situated at Borivali ("said property"). Further, the petitioner by an agreement dated 29 February 2008 also purchased the rights in respect of the said property available with the Promoter of the said property namely Reliable Construction Company (respondent No. 2). The original owner had sold certain rights in respect of the said property to respondent No. 2 under agreement dated 12 November 1980 and subsequent conveyance dated 19 December 1986. The predecessor of the petitioner namely respondent No. 2 had developed the said property and had constructed its first building thereon in 1982 now known as Shree Saraswati Apartment Co-operative Housing Society Limited (respondent No. 1) and agreed to sell flats therein by executing agreements of sale with flat purchasers under the MOFA. The respondent No. 2 constructed its second building in the years 1991-92 now known as Saraswati Co-operative Housing Society Ltd. (respondent No. 3) and agreed to sell flats therein by executing agreements of sale with flat purchasers under MOFA. The present proceedings have emanated from an application filed by respondent No. 1 with respondent No. 4 seeking an execution of the deemed conveyance in terms of the sale agreement entered into by respondent No. 2 with individual flat purchasers in the building of respondent No. 1 under MOFA.

3. Briefly the facts leading to the present petition are as follows:-

a) The original owners of the said property by an agreement dated 12 November 1980 agreed to sell the said property save and except a tenanted chawl existing on the said property to respondent No. 2.

b) Consequent to the above agreement respondent No. 2 as a Promoter under MOFA constructed a building comprising ground plus 6 floors in 1982 and sold flats therein by executing agreement under the MOFA with individual flat purchasers. Subsequently, the purchasers of the said flats formed a Cooperative Society i.e. respondent No. 1.

c) On 19 December 1986 the original owners of the said property executed a

conveyance of the said property in favour of respondent No. 2. This conveyance was of the said property save and except the tenanted chawls in terms of the agreement dated 12 November 1980 as modified and altered by subsequent agreements as recorded in the conveyance.

d) In 1991-1992, respondent No. 2 constructed the second building of ground plus three floors on the said property. The respondent No. 2 sold the flats therein by executing agreements of sale with individual flat purchasers under the MOFA. The purchasers of the flats in second building formed a Cooperative Housing Society i.e. respondent No. 3.

e) The agreements of sale entered into by the promoter i.e. respondent No. 2 with the buyers of the flats in respect of both the buildings viz. Respondent Nos. 1 and 3 were identical agreements under the MOFA. The above agreements of sale of flats in clause 16 thereof provides that a transfer of the said property to the society/company/institution as formed by the flat purchasers would simultaneously transfer an area of 1300 sq. yards to the original owner.

f) On 29 December 2007 the original owner of the said property executed a conveyance in favour of the petitioner in respect of its entire residuary rights in the said property i.e. tenanted chawl subject to existing tenancies.

g) On 29 February 2008, respondent No. 2 executed a conveyance of the balance of its rights in the said property to the petitioner. The aforesaid agreement dated 29 February 2008 specifically provided that the petitioner entered into the shoes of the promoter i.e. respondent No. 2 and would at all times do all things necessary to discharge the obligations of respondent No. 2 qua various flat purchasers to whom flats in the two buildings of respondent No. 1 and respondent No. 3 have been sold.

h) In view of the two conveyance deeds dated 29 December 2007 and 29 February 2008 the petitioner entered into the shoes of the original owners and the promoter-respondent No. 2.

i) On 1 April 2011, the respondent No. 1 made an application dated 28 March 2011 to respondent No. 4 seeking a deemed conveyance of the right, title and interest of respondent No. 2 in the land and the building standing on the said property. In support of its application for deemed conveyance the respondent No. 1 relied upon various documents including the agreement for sale to the individual flat purchasers under the MOFA.

k) In the proceeding before respondent No. 4, the petitioner intervened in its own capacity and also as a power of attorney holder of respondent No. 2. During the course of the proceeding respondent No. 4 directed respondent No. 3 also be made a party to the proceedings before him.

l) After hearing all the interested parties, respondent No. 4 by an order dated 26 March 2012 held that u/s 11(3) of MOFA, respondent No. 1 and 3 are entitled to unilateral deemed conveyance in their favour of land. However, in the absence of

demarcation of the land by the petitioner and its predecessor respondent No. 2 being conveyed to Respondent Nos. 1 and 3, the same was distributed between them on the basis of FSI consumed by each of them. The respondent No. 4 held that the FSI permitted for both the buildings at the relevant time was one and the FSI consumed for building of respondent No. 1 was 0.81 and for building of respondent No. 3 was 0.80. Therefore, the entire land of 4568.70 sq. meters was used by respective societies in proportion to the FSI consumed by them. This was because the owner of the chawl was owner of the super structure only not entitled to ownership of land besides the land on which the structure was built. The distribution as made by respondent No. 4 was as under:-

(a) FSI of 2426.12 sq. meters used for Shree Saraswati Apartment i.e. respondent No. 1 Society.

(b) FSI of 705.39 sq. meters used for Saraswati Co-op. Housing Society i.e. respondent No. 3 society.

(c) Entire land of 4568.70 sq. meters is distributed in the ratio of 2426.12: 705.39 sq. meters between the two societies i.e. respondent Nos. 1 and 3.

(d) The entitlement to land of 1029.13 sq. meters to respondent No. 3 and 3539.58 sq. meters to Respondent No. 1

(e) Out of the above, 415.76 sq, meters to be given as lease to the petitioner herein (who was intervener before respondent No. 4) on which the chawls stands.

4. In the context of the above facts, Mr. Dhakephalkar, Senior Counsel appearing on behalf of the petitioner submits that the order dated 26 March 2012 of respondent No. 4 is unsustainable in law on the following grounds:-

a) Respondent No. 4 under MOFA is entitled to allow an application for deemed conveyance u/s 11 of the MOFA only in accordance with the agreement executed by the promoter with the individual buyer of flats u/s 4 of the MOFA. Consequently, the power of respondent No. 4 to grant certificate of deemed conveyance is restricted to what has been agreed to be conveyed in the sale agreement u/s 4 of the MOFA. In support of the aforesaid submissions that excess land has been allowed, attention is drawn to Clause 16 of the agreement entered into by the promoter-respondent No. 2 with individual flat purchasers in respect of sale of flats situated in buildings of respondent No. 1 and 3.

b) Respondent No. 4 is obliged to act strictly in accordance with the mandate of Section 11 of MOFA. It is not open to respondent No. 4 to distribute the land between the parties by importing the concept of FSI which each of the parties is entitled to on the basis of construction done and then determine the extent of the said property to be conveyed to each of the interested parties.

c) The competent authority while granting deemed conveyance of the said property ought to have provided that the benefit of FSI even of the land conveyed to respondent Nos. 1 and 3 continue to belong to the petitioner

(successors to original owners and respondent No. 2).

d) The application made by respondent No. 1 to the respondent No. 4 is not maintainable as two buildings had been constructed on the said property and therefore, the application for deemed conveyance could only be made by a federal society consisting of respondent No. 1 and 3. Thus the application for deemed conveyance ought to have been returned by respondent No. 4 to respondent No. 1.

e) The impugned order while granting deemed conveyance ought to have directed respondent No. 1 and respondent No. 3 Societies to execute a lease in respect of the chawl and surrounding land aggregating to 1300 sq. yards in favor of the petitioner.

5. As against the above, Mr. Sanjay Jain, learned Counsel appearing on behalf of respondent No. 1 and Mr. Saluja, learned A.G.P. appearing on behalf of respondent Nos. 4 and 5 in support of the impugned order submit as under:-

a) The impugned order of respondent No. 4 is in accordance with Section 11 of the MOFA and the distribution of the said property between the respondent No. 1 and respondent No. 3 has been done in accordance with the agreement executed u/s 4 of the MOFA. The remaining portion of the said property after the above distribution vests in the petitioner.

b) The reliance by the petitioner upon Clause 16 of the agreement for sale entered into by the petitioner with individual flat purchasers in both the buildings is misconceived. This is because the basis of clause 16 in the agreement dated 12 November 1980 is the agreement with the original owners entered by respondent No. 2. This agreement dated 12 November 1980 has been modified by subsequent agreements. In fact, the original owners had while conveying the said property by deed of conveyance dated 19 December 1986 to respondent No. 2 has specifically provided that the right of the original owner in the agreement dated 12 November 1980 stands modified by subsequent agreement and the entire said property save and except the existing chawl was conveyed in favor of respondent No. 2 i.e. petitioner's predecessor.

c) The said property had to be distributed amongst the various buildings constructed and flats therein sold by respondent No. 2. The said property had to be distributed amongst the three structures thereon i.e. building of respondent No. 1, building of respondent No. 3 and the existing chawl belonging to the petitioner.

d) The application by respondent No. 1 to respondent No. 4 is not premature. This is for the reason that two societies cannot together make a federal society as the same require a minimum of five societies on the said property.

In view of the above, it was submitted that the impugned order of respondent No. 4 dated 26 March 2012 calls for no interference.

6. Before considering the rival submissions it would be appropriate to reproduce Section- 11 of the MOFA which reads as under:-

(1) A promoter shall take all necessary steps to complete his title and convey to the organization of persons, who take flats, which is registered either as a co-operative society or as a company as aforesaid, or to an association of flat takers [or apartment owners], his right, title and interest in the land and building and execute all relevant documents therefor in accordance with the agreement executed u/s 4 and if no period for the execution of the conveyance is agreed upon, he shall execute the conveyance within the prescribed period and also deliver all documents of title relating to the property which may be in his possession or power.

(2) It shall be, the duty of the promoter to file with the Competent Authority, within the prescribed period, a copy of the conveyance executed by him under sub section (1).

(3) If the promoter fails to execute the conveyance in favour of the co-operative society formed under Section- 10, or, as the case may be, the company or the association of apartment owners, as provided by sub section (1), within the prescribed period, the members of such cooperative society or, as the case may be, the company or the association of apartment owners may, make an application, in writing, to the concerned Competent Authority accompanied by the true copies of the registered agreements for sale, executed with the promoter by each individual member of the society or the company or the association, who have purchased the flats and all other relevant documents (including the occupation-certificate, if any), for issuing a certificate that such society, or as the case may be, company or association, is entitled to have an unilateral deemed conveyance, executed in their favour and to have it registered.

(4) The Competent Authority, on receiving such application, within reasonable time and in any case not later than six months, after making such enquiry as deemed necessary and after verifying the authenticity of the documents submitted and after giving the promoter a reasonable opportunity of being heard, on being satisfied that it is a fit case for issuing such certificate, shall issue a certificate to the Sub Registrar or any other appropriate Registration Officer under the Registration Act, 1908, certifying that it is a fit case for enforcing unilateral execution of conveyance deed conveying the right, title and interest of the promoter in the land and building in favour of the applicant, as deemed conveyance.

(5) On submission by such society or as the case may be, the company or the association of apartment owners, to the Sub Registrar or the concerned appropriate Registration Officer appointed under the Registration Act, 1908, the certificate issued by the Competent Authority along with the unilateral instrument of conveyance, the Sub Registrar or the concerned appropriate Registration Officer shall, notwithstanding anything contained in the Registration

Act, 1908, issue summons to the promoter to show cause why such unilateral instrument should not be registered as deemed conveyance and after giving the promoter and the applicants a reasonable opportunity of being heard, may, on being satisfied that it was a fit case for unilateral conveyance, register that instrument as deemed conveyance.

7. We have considered the submissions. The petitioner's grievance primarily is that the Competent Authority could not have by the impugned order u/s 11(3) of MOFA directed a deemed conveyance in excess of the terms of the agreement executed by the purchasers of flats in buildings of respondent Nos. 1 and 3 with respondent No. 2 u/s 4 of MOFA. It is the petitioner's case that under Clause 16 of the agreement u/s 4 of the MOFA entered into between respondent Nos. 2 and the individual flat purchasers in buildings of respondent Nos. 1 and 3 had agreed that in terms thereof that the original owner had in terms of the agreement dated 12 November 1980 continued to be the owner of the chawls on the said property. Further, it was also agreed that simultaneously with the execution of the conveyance of the said property in favour of the Co-operative society a lease of 1300 sq. yards of the said property would be given to the original owner (who is now succeeded by the petitioner). Therefore, the deemed conveyance should have been only of the said property to respondent Nos. 1 and 3 societies after excluding the area covered by chawls and 1300 sq. mtrs. of the said property. For a proper appreciation of the controversy the clause 16 of the agreement entered into by respondent No. 2 with individual flat purchaser u/s 4 of MOFA is reproduced as under:-

The original landlords Smt. Vijaylaxmi D. Damodar H.U.F. have by the said agreement dated 12th November 1980 agreed to sell their said entire property except one chawl of certain rooms occupied by tenants which chawl agreed to be retained by the said landlords as mentioned in the said agreement. It is agreed by and between the vendors and the purchaser that in respect of the chawl in the property described in the first schedule hereunder written which is occupied by monthly tenants and the land underneath the said chawl and open space surrounding the said chawl aggregating in all to approx. 1300 sq. yards will be retained by the vendors or the original landlords Smt. Vijaylaxmi D. Damodar (HUF) and the said tenants will continue to be the tenants of vendors or the original owners notwithstanding the execution of the conveyance of the property described in the first schedule hereunder written in favour of a Co-operative Society, Limited Company or other incorporated body or association of flat, shop and garage purchasers in the new Multi Storeyed building proposed to be constructed by the vendors. It is agreed that simultaneously with the vendors procuring execution of the conveyance of the lands hereditaments and premises described in the first schedule hereunder written from the said Smt. Vijaylaxmi Dayaram Damodar (HUF) in favour of such Co-operative Society, Limited Company or incorporated body or association of flat/shop/garage purchasers, such society, limited company or other incorporated body or association shall execute in favour of the vendors or in favour of such person or persons as the

vendors may direct a lease of the land admeasuring approx. 1300 sq. ft. together with the said chawl shown in the plan annex hereto in hatched lines for a period of 999 years at a nominal rent of Rupee one per annum if demanded. The said Indenture of lease will inter alia contain a provision enabling the Vendors or the said original landlords to sell, assign, underlet, mortgage or part with possession of the said leasehold premises which may be demised either in parts of in while or in such other manner as the vendors or original landlords Smt. Vijaylaxmi D. Damodar (HUF) may deem fit without the written permission of such society, limited company or other incorporate body or association and further the lease in whose favour such lease is executed will be entitled to demolish the said existing chawl to remove the tenants and to reconstruct a building on the land as may be permitted by the Bombay Municipal Corporation and to let or re-let the same or any part thereof or to sell flats or other portions on ownership basis and the lessors will not take any objection whatsoever to the same and the said Indenture of Lease will also contain provision for a right of way from S.V.P. Road to the said Chawls over the compulsory open spaces to be kept open under the Municipal Rules and the same will be used by the Vendors or the said original landlords their successors, assigns, their servants, agents, tenants, contractors and all persons authorized by the Vendors or their successors of assigns to go, pass and re-pass over the same at all times during day and night either on foot, or with or without vehicles of any natures and descriptions and also with a right to lay thereunder drains, gutter, water pipes electric cables, telephone cables and all other service lines as the vendors may deem fit and the said Deed of Lease will contain such other terms and conditions as Mr. G.S. Manasawala, Advocate may determine and the decision of the said Mr. G.S. Manasawala will be final and binding on the vendors and the said incorporated body Co-operative Society or Limited Company or association and will not be called in question. The vendors shall be fully at liberty to construct the new building as per plans sanctioned or modified sanctioned plans to have the new building either attached to or separate from the said existing chawl.

8. As is evident from the above clause 16 of the agreement the entire basis of the petitioner's case is that agreement of sale dated 12 November 1980 inter alia provides for retention of chawls and a right to acquire a lease of 1300 sq. yards of the said property from the person to whom the said property would be finally conveyed. We find that the agreement for sale dated 12 November 1980 entered into by the original owners with the promoters i.e. respondent No. 2 herein (the predecessor of the petitioner) specifically provided that the original owners have agreed to sell the entire property save and except the constructed chawl. In the agreement dated 12 November 1980, we do not find any mention of any rights continuing in the original owners in respect of 1300 sq. yards. Further the agreement also provides that the FSI available in respect of the said property would be utilized by the promoters i.e. respondent No. 2. The above agreement dated 12 November 1980 also states that FSI available in respect of the chawl would be made available to the original owners by the promoter-

respondent No. 2 on payment of consideration. Consequent to the above, buildings of respondent Nos. 1 and 3 were constructed and the agreements u/s 4 of the MOFA were executed with individual purchasers of the flats.

9. This agreement dated 12 November 1980 had been modified and altered with the result that while conveying the said property under a conveyance dated 19 December 1986 by the original owners in favour of respondent No. 2-Promoter it was specifically provided that the agreement dated 12 November 1980 has been modified and altered by subsequent agreement. This conveyance dated 19 December 1986 nowhere mentions that the Co-operative society/Institution/Association etc. formed by the Promoters after getting the conveyance in its favour would execute lease of 1300 sq. yards in favour of the original owners. It also does not provide for any rights of the original owner in respect of 1300 sq. yards of the said property which is being conveyed to respondent No. 2 by conveyance dated 19 December 1986.

10. In view of the above there is no obligation on the part of the Co-operative Society to whom the deemed conveyance is being granted by respondent No. 4 to convey 1300 sq. yards around the chawls in favour of the original owners and/or its successors i.e. the petitioner. It was in the aforesaid circumstances the view of respondent No. 4 that there was no obligation on respondent Nos. 1 and 3 to execute a lease in favour of the original owners with regard to 1300 sq. yards of land surrounding the existing chawl on the said property is neither arbitrary and/or perverse.

11. In the light of the above discussion the respondent No. 2 was under an obligation to convey the said property to respondent Nos. 1 and 3 societies in accordance with the agreement entered into with individual flat purchasers therein u/s 4 of MOFA. However, as the respondent No. 2 failed to discharge its obligation, respondent No. 1 was entitled to move respondent No. 4 u/s 11 of the MOFA for deemed conveyance to enforce the obligation of the respondent No. 2-Promoter under MOFA to convey all rights, title and interest in the land and building in accordance with the agreement executed u/s 4 of MOFA. In the present facts, respondent No. 2-Promoter had executed identical agreements in respect of the flats sold in the building of respondent No. 1 and flats sold in the building of respondent No. 3. In fact while executing agreement for sale with flat purchasers in respondent No. 3 Society respondent No. 2 ought to have excluded an area from the said property which would be conveyed along with building to respondent No. 1 society. However, the respondent No. 2 Promoter did not do the same and undertook to convey to both respondent Nos. 1 and 3 Societies the said property admeasuring 4739.78 sq. mtrs. It was in these circumstances that respondent No. 4 adopted the FSI distribution between the constructed properties existing on the said property so as to convey the said property to the claimants thereof in a reasonable manner. This distribution between the different claimants to the said property on the basis of FSI consumed became necessary only because respondent No. 2 while entering into two agreements with the

purchasers of premises in Shree Saraswati Apartment i.e. respondent No. 1 in 1982 and the purchasers of premises in Saraswati Co-operative Housing Society i.e. respondent No. 3 in 1992 had not allocated the land to be conveyed between the two buildings but had undertaken to convey the said property to both of them. In this view of the matter, it is not open to the petitioner (successor to respondent No. 2-Promoter) to take advantage of its own wrong and frustrate the rights of buyers of the flats u/s 4 of MOFA. In these circumstances, we find that the impugned order of respondent No. 4 is reasonable and in accordance with law. Therefore, the impugned order calls for no interference on the above account.

12. The petitioner's next grievance is that the impugned order of respondent No. 4 has ignored the fact that benefit of FSI was available to the petitioner having got into the shoes of the original owners and respondent No. 2. So far as the original owners right to FSI is concerned, the agreement dated 11 November 1980 itself very clearly provides in clause 9 thereof that the original owners save and except retaining the chawl on the said property do not retain any FSI available in respect of the said property including the chawl and the right of FSI would be available only if purchaser-respondent No. 2 shall give it to the original owner for consideration. The conveyance dated 19 December 1986 also conveyed to respondent No. 2 the said property with its all rights, liberties and appurtenances to the use and benefit of respondent No. 2. Therefore, even the rights in respect of the FSI of the original owners are concerned the same stands transferred to respondent No. 2.

13. So far as the petitioner's acquisition of rights of respondent No. 2 are concerned, the same has been acquired under conveyance dated 29 February 2008. However, the preamble to the aforesaid conveyance dated 29 February 2008 very clearly states that the rights being acquired by the petitioner under the aforesaid conveyance is subject to right already created by the original promoters in respect of the purchasers of the said flats under the MOFA. Consequently when the building and the land on which the buildings are constructed, it follows that the rights in the land and the buildings including the FSI and all future advantages and/or accrual of any further rights are also acquired by the two societies to whom the land is being conveyed. The agreement entered into by respondent No. 2-promoter with the individual purchasers of the flats in respondent Nos. 2 and 3-societies does not provide therein that respondent No. 2 promoters would continue to have rights in respect of land even after the same is conveyed to Respondent Nos. 1 and 3 societies under the agreement with the buyers of the flats therein u/s 4 of MOFA. In the above view of the matter, it is not open to the petitioners to claim any right/entitlement with regard to FSI attributable to the said property. Therefore the above grievance of the petitioner is also not sustainable.

14. The next grievance of the petitioner that the application made by respondent No. 1 for deemed conveyance u/s 11 of the MOFA is premature inasmuch as the

same should have been made by federal society consisting of respondent Nos. 1 and 3 collectively. This objection is misconceived in law. The two societies viz. Respondent Nos. 1 and 3 cannot together form a federal society. This is so as a federal society would require at the minimum not less than five members all of whom are in turn themselves societies. This is so provided in Section- 2(13) of the Maharashtra Co-operative Societies Act, 1960. In the present case there are only two societies and both have been independently formed. Consequently even if they come together they cannot be classified as federal society. In any event, even if, the deemed conveyance is made in favour of two societies collectively, they would be entitled to aggregate 4568.70 sq. mtrs. and the petitioner would continue to be entitled to balance of 415.76 sq. mtrs. of the said property. The deemed conveyance being made either individually or collectively to the two societies does not in any manner cause any prejudice to the petitioner. It must be pointed out that there is no grievance before us by either respondent No. 1 and/or respondent No. 3 on that account. Thus, we see no merits in this grievance of the petitioner. In view of the above, we see no reason to entertain the present petition. Accordingly, the petition is, dismissed with no order as to costs.