

(2024) 06 BOM CK 0020
In the Bombay High Court
Case No : Writ Petition No. 1014 Of 2023

Nahar Seth & Jogani Developers Pvt Ltd	APPELLANT
Vs	
Dy. Registrar Co-operative Societies & Competent Authority & Anr	RESPONDENT

Date of Decision : 13-06-2024

Acts Referred:

Constitution of India, 1950 — Article 226
Maharashtra Ownership Flats Act, 1963 — Section 5A, 11, 11(3)

Citation : (2024) 06 BOM CK 0020

Hon'ble Judges : Milind N. Jadhav, J

Bench : Single Bench

Advocate : Dinyar Madon, Aditya Shiralkar, Rahul Theckedath, Uma Palsuledesai, Vishal Kanade, P.V. Shekhawat

Final Decision : Disposed Of

Judgement

Milind N. Jadhav, J.

1. This Writ Petition takes exception to the impugned order and Certificate both dated 04.03.2022 issued by the Dy. Registrar Co-operative Societies and Competent Authority under Section 11 of the Maharashtra Ownership Flats Act, 1963 (for short "MOFA") granting deemed conveyance in favour of Respondent No. 2 – Society. According to Petitioner, deemed conveyance has been granted to the Respondent No. 2 - Society of certain portions of land belonging to the Petitioner in breach of the terms contained in the Consent Decree dated 06.02.2009 passed by the Bombay City Civil Court at Dindoshi in S.C. Suit No. 7410 of 1990 pursuant to the terms contained in Consent Terms dated 18.02.2000 which terms were consistently acted upon by both parties namely Petitioner and Respondent No. 2 - Society for more than 22 years.

2. Briefly stated the facts leading to filing of the present Petition are as under:-

2.1. Petitioner is the owner of land bearing CTS No. 1116 of Village Versova,

Taluka Andheri situated in Mumbai Suburban District admeasuring 12371 sq. m. originally. A part of this property admeasuring 943. 80 sq. m. was handed over as a setback area leaving the balance area of the larger property as 11427.20 sq. m. Originally, the Almeida and Kenny families were the original owners of the larger property and Petitioner acquired ownership rights and possession from them through diverse Agreements. There is no dispute on these facts.

2.2. In 1980, Petitioner constructed a building with two wings – A and B having 13 floors each on the extreme left side of the larger property and sold the flats and shops contained therein under MOFA on ownership basis to the purchasers. These purchasers formed Respondent No. 2 - Society which was registered in 1987. The said building received occupation certificate from the Municipal Corporation in 1988. Admittedly, Petitioner had undertaken development of the larger property in a phase-wise development manner which is expressly contemplated in the individual Agreements executed by the Petitioner in favour of each unit / flat / shop purchasers of the Respondent No. 2 - Society. One copy of the Agreement executed between Petitioner and one such unit / flat /shop purchasers dated 16.10.1984 is appended to the Petition and on a conjoint reading of clauses 14, 24, 25 and 36 along with the location plan annexed thereto, it is clearly revealed that development undertaken by the Petitioner is a phase-wise development on the larger property and the Petitioner would be entitled to construct additional buildings / structures on the balance remaining larger property at a later date.

2.3. After 1985, certain disputes arose between the Petitioner and Respondent No.2 - Society over performance of obligations under the Agreements which led to institution of two cross Suits in the Bombay Civil Court at Dindoshi being S.C. Suit 4823 of 1990 and S.C. Suit No. 7410 of 1990. After a decade, these cross Suits were compromised and settled between the parties by filing two separate Consent Terms, both dated 18.02.2000. Both Consent Terms were taken on record on 18.02.2000 and 06.02.2009 and Consent Decrees were drawn up in terms thereof in both Suit proceedings. Petitioner has laid stress upon the plan annexed to both Consent Terms which clearly demonstrates the location of the larger property vis-a-vis the Society buildings and the balance area.

2.4. Under the Consent Terms, Clauses 4, 6 and 9 are relevant. Clauses 4 and 9 of the Consent Terms in S.C. Suit No. 4823 of 1990 record that Petitioner paid a sum of Rs. 18 Lacs to Respondent No. 2 - Society for the benefit of its members in full and final settlement of its claims whereas Clause 6 entitled the Petitioner to construct building on the remaining portion of the larger property by utilizing the base FSI as also additional TDR that would be available in law for construction in entirety. Under clause 8 of the Consent Terms, Petitioner was required to execute Deed of Convenience in favour of Respondent No. 2 - Society for the larger property in terms of the draft annexed to the Consent Terms and on doing so Respondent No. 2 - Society was required to execute a perpetual

Deed of Lease in respect of area admeasuring 4756.71 sq. m. in favour of the Petitioner as per the draft lease annexed to the Consent Terms at a nominal annual rent of Re. 1/-. In doing so Petitioner was exclusively entitled to entire development in respect of the balance larger property including Recreation Ground (RG) area of 1714.08 sq. m.

2.5. Admittedly, parties did not execute the Deed of Conveyance as per the drafts annexed to the Consent Decrees and such status quo prevailed for the time until Respondent No.2 - Society approached the Respondent No. 1 - Competent Authority for seeking deemed conveyance. However in the interregnum, Petitioner constructed a commercial building having ground plus one floor on the area admeasuring 4756.71 sq. m. which was to be leased to the Petitioner by the Society as per the Consent Terms and the Consent Decrees. Petitioner also constructed a club premises as contemplated in the Consent Terms . In 2013 Petitioner changed its constitution from a partnership firm to a private limited Company. Petitioner is dealing with the commercial building which it has constructed on the balance larger property which has been licensed to Avenue Supermarts Ltd. Since 2017.

2.6. In the above backdrop on 16.02.2020, Respondent No. 2 - Society filed Application No. 27/2020 under Section 11(3) of MOFA before Respondent No. 1 without impleading the Petitioner and suppressing the aforementioned Consent Decrees and sought deemed conveyance in respect of the entire larger property to the exclusion of the Petitioner. Subsequently, Petitioner was impleaded as a party to the proceedings on its impleadment Application and it placed the aforementioned relevant facts pertaining to the Consent Decrees crystallizing the rights and entitlement of the parties before the Respondent No. 1 - Competent Authority. Parties completed their pleadings before the Competent Authority. The Competent Authority i.e. Respondent No. 1 vide order and certificate, both dated 04.03.2022 issued under Section 11 of MOFA allowed the Application filed by the Society to the extent of 8384.57 sq. m. of the entire undivided area out of the larger property, without there being any sub-division or demarcation of such an area of 8384.57 sq. m.

3. Mr. Madon, learned Senior Advocate appearing on behalf of the Petitioner would submit that granting deemed conveyance for an area admeasuring 8384.57 sq. m. out of the larger property admeasuring 11427.20 sq. m. in the backdrop of the Consent Terms and Consent Decrees between the parties which have been admittedly acted upon by the parties for the past 22 years till this date and without any sub-division or demarcation of such an area is not only violative of the Consent Terms and Consent Decrees but completely arbitrary. Though he would submit that the Certificate issued by the Competent Authority states that it is subject to the Consent Terms, however granting deemed conveyance of an area of 8384.57 sq. m. is in complete contradiction of the Consent Terms and the Consent Decrees. He would submit that the Competent Authority has no jurisdiction to override and / or overreach the Consent Terms

and the Consent Decrees as in the present case which are binding on the parties as Decrees of the Civil Court. He would submit that the impugned order and the Certificate issued by the Competent Authority are in complete breach and violation of the settled Consent Terms and the Consent Decrees and therefore illegal, arbitrary and against public policy. He would submit that the Consent Decrees operate as *res judicata*. The Consent Decrees dated 18.02.2000 and 06.02.2009 operate as *res judicata* as they finally decide the respective right and entitlement of both the parties and in that view of the matter they operate as an estoppel between the parties and continue to bind the parties and no party can agitate or claim contrary to the settled rights in the Consent Terms as agreed upon by them. He would refer to and rely upon the decisions in the case of *Byram Gariwala Vs. Union Bank of India* (1992) 1 SCC 31 and *Ajanta LLP Vs. Casio Keisanki Kabushiki Kaisha* (2022) 5 SCC 449 in support of his above proposition. He would submit that in any event Respondent No.2 - Society is estopped from claiming or receiving any right or area beyond what is contained in the two Consent Terms and Consent Decrees or in any different manner. He would submit that in view of the substantive amendments to MOFA in the year 2005 resulting in the introduction of Section 5A and 11(3), such provisions did not empower the Competent Authority to overreach and override the binding decrees and decisions of the Civil Court which crystallized and settled legal rights and entitlement of the parties and pass a decision contrary thereto. He would submit that the facts in the present case are extremely gross and hence the Petitioner has approached this Court without exhausting their remedy of Appeal as substantive rights of the Petitioner would be trampled upon if the impugned order and Certificate is acted upon and the deemed conveyance is registered in favour of the Society. He would submit that the Respondent No.2 - Society has raised only two defences namely that the Petitioner has an alternate remedy in the form of an Appeal as raised in paragraph No. 18 of its Affidavit-in-Reply and secondly the Petitioner failed to perform its obligation under the Consent Terms and did not execute the Deed of Conveyance. He would submit that in so far as the first defence is concerned, the facts in the present case are such that this Court needs to interfere in the impugned order to protect the rights of the Petitioner which have been crystallized under the Consent Terms and the Consent Decrees. Next, he would submit that the Petitioner has always been and is ready and willing to perform its obligations under the Consent Terms but it is Respondent No. 2 - Society which has refused to perform its obligation to execute the Indenture of Lease which was to be executed simultaneously on the Petitioner issuing / executing Deed of Conveyance. He therefore urges the Court to disregard the defence of the Society and interfere with the impugned order and Certificate issued by Respondent No. 1.

3.1. He would draw my attention to the fact that on 09.06.2023 the impugned order and Certificate has been stayed by this Court and the said position prevails. Finally, he would submit that the Petitioner till this date is ready and willing to perform its obligations under the Consent Terms and Consent Decrees

provided the Respondent No. 2 - Society is also ready and willing to execute the Indenture of Lease as contemplated in the said Consent Terms. He would submit that appropriate directions be given to both the parties to execute the concerned documents and register the same in accordance with the Consent Terms for which the Petitioner is ready and willing to abide. That apart, he would submit that the Competent Authority has also commented upon certain areas out of the larger property, inter alia, pertaining to recreation ground as also about the area pertaining to release to be granted for arriving at the figure of 8384.57 sq. m. He would submit that while doing so, the Competent Authority has completely disregarded the settlement mechanism mutually agreed upon by and between the parties as per the Consent Terms and the Consent Decrees and hence the impugned order and the Certificate are bad in law.

3.2. He would submit that if Respondent No. 2 - Society is ready and willing to abide by Consent Terms and Consent Decrees, Petitioner shall proceed to duly execute and register the same as per the directions of the Court. Therefore he would urge the Court to quash and set aside the impugned order and Certificate, both dated 04.03.2022 and in the interest of justice pass appropriate directions to the parties to execute the Deed of Conveyance in accordance with the Consent Decrees dated 18.02.2000 and 06.02.2009 and simultaneously direct Respondent No. 2 - Society to execute the Deed of lease for a period of 998 years on nominal rent of Re. 1/- in respect of the area admeasuring 4756.71 sq. m. out of the larger property in favour of the Petitioner strictly adhering to the Consent Terms and the Consent Decrees and direct the respective parties to pay the stamp duty and registration charges in accordance with law.

4. PER CONTRA, the principal contesting Respondent i.e. Respondent No.2 - Society has filed its Affidavit-in-Reply dated 26.07.2023 raising the following twin defences:-

(i) Availability of an alternate remedy to the Petitioner to challenge the impugned order in the form of an Appeal before the appropriate Civil Court; and

(ii) Petitioner's failure to perform under the Consent Terms and execute Deed of Conveyance in favour of Respondent No. 2 - Society.

5. Prima facie, it is seen that there is no provision in the MOFA to challenge the impugned order passed under Section 11(3) of the MOFA and the challenge has to be maintained under Article 226 of the Constitution of India under the extraordinary jurisdiction of this Court. Be that as it may, Respondent No. 2 - Society would argue that in such facts, when an order for deemed conveyance and Certificate has been issued and if the Petitioner is aggrieved, then the remedy available to the Petitioner is to approach an appropriate Civil Court only. Such submission is advanced by Respondent No. 2 - Society in its written submissions i.e. written arguments filed on behalf of Respondent No. 2 - Society at paragraph No. 8 thereof. According to Respondent No. 2 - Society, this Court should take cognizance of certain orders which have been passed by this Court in other

similar cases and on the basis of the same, should not interfere with the impugned order. Reference is made to an order dated 06.12.2018 passed by this Court in the case of Mahanagar Housing Partnership Firm and Others Vs. District Deputy Registrar of Co-operative Societies (Pune City), Pune 2018 SCC Online Bom 19563. Further reference is made to the following

decisions of this Court:-

(i) Angeline Reni Periera and Others Vs. Pearl Heaven Co-operative Housing Society Ltd. and Others Writ Petition No.5083 of 2012 dated 15.10.2012;

(ii) M/s. Shree Chintamani Builders Vs. State of Maharashtra 2016 SCC Online Bom 9343;

(iii) Shimmering Heights CHS Ltd. And Others Vs. State of Maharashtra and Others 2016 SCC Online Bom 4919;

(iv) Angeline Randolph Pereira and Others Vs. Suyog Industrial Estate Premises Co-operative Society Ltd. and Others Writ Petition No. 4373 of 2017 decided on 11.04.2018;

(v) Ajmera Housing Corporation Vs. Hilton CHS Limited and Others 2018 SCC Online Bom 19727;

(vi) Karan Tejraj Builders through Mr. Vilas Yadav and Others Vs. Karan Tej Arista Co-operative Housing Ltd. 2018 SCC Online Bom 17297; and

(vii) Nirman Co. op. Hsg. Soc. Ltd. Vs. State of Maharashtra and Others Writ Petition No. 10860 of 2017 decided on 22.02.2021.

5.1. A blanket submission is made on the basis of the above decisions that if there are similar kinds of issues regarding Consent Terms between parties arising before the Court, then the parties would be at liberty to file a substantive Suit for adjudication of title concerning the property in question and hence it is argued that the available recourse to the Petitioner is to file a substantive Suit.

5.2. It is next argued that grant of deemed conveyance and issuance of Certificate by the Competent Authority under Section 11 of MOFA will not preclude and prohibit the Petitioner for seeking adjudication of its title with respect to the suit property in the Civil Court. It is argued that dispute regarding area entitlement and TDR can be raised in the Civil Court and the Petitioner should therefore file a Suit in that regard. On the above submissions and arguments, Writ Petition is asked to be dismissed.

6. I have heard Mr. Madon, learned Senior Advocate appearing on behalf of the Petitioner; Ms. Palsuledesai, learned AGP appearing for the Respondent No. 1 and Mr. Kanade, learned Advocate appearing for Respondent No. 2 – Society and with their able assistance perused the record and pleadings of the case. Submissions made by the learned Advocates have received due consideration of the Court.

7. At the outset, it needs to be ascertained that the impugned order and the

Certificate issued by the Competent Authority cannot be challenged in Appeal and the only remedy available to the Petitioner is to approach this Court in its extra-ordinary jurisdiction of this Court. In the present case, it is clearly seen that the Consent Terms and the Consent Decrees crystallize the rights and entitlements of both the parties. However in contrast, the decisions referred to and relied upon by the Respondent No. 2 - Society are all passed due to disputes raised rather substantive disputes on title between the parties therein. This Court therefore has opined in those decisions that the Petitioners therein ought to approach the Civil Court by keeping all questions open. Such is not the case herein. In the present case, there is no doubt or ambiguity whatsoever in so far as the entitlement of the rights of the parties is concerned.

8. On reading the Consent Terms and Consent Decrees, it is seen that in accordance with the Consent Decree dated 18.02.2000 passed by the Bombay City Civil Court at Bombay in S.C. Suit No. 4823 of 1990 and the Consent Decree dated 06.02.2009 passed by the Bombay City Civil Court at Dindoshi in S.C. Suit No. 7410 of 1990, the Petitioner is required to execute the Deed of Conveyance in respect of the plot of land bearing CTS No. 1116 of Village Versova, Taluka Andheri, Mumbai Suburban District, admeasuring 11,427.20 sq. m. in favour of Respondent No. 2 – Society.

9. Simultaneously, upon execution of the aforesaid Deed of Conveyance, Respondent No. 2 – Society shall at the same time is required execute a Deed of Lease for a period of 998 years at nominal rent of Re. 1/- in respect of the portion of the Subject Plot admeasuring 4756.71 sq. m. in favour of the Petitioner in terms of the draft of the Indenture of Lease appended to the Consent Terms in S.C. Suit No. 4823 of 1990.

10. It is clarified that the Petitioner and Respondent No. 2 - Society are respectively entitled to use, enjoyment and utilize the subject plot and various portions thereof and the rights and interests therein, including the FSI / TDR / development potential etc. available in respect of the Subject Plot and various portions thereof, as mutually agreed upon in the Consent Decree dated 18.02.2000 passed by the Bombay City Civil Court at Bombay in S.C. Suit No. 4823 of 1990 and the annexures thereto and the Consent Decree dated 06.02.2009 passed by the Bombay City Civil Court at Dindoshi in S.C. Suit No. 7410 of 1990 and the annexures thereto.

11. Thereafter, upon the execution of both, the Deed of Conveyance and the Indenture of Lease as aforesated, the Petitioner and Respondent No. 2 shall proceed to duly register the same.

12. In view of the above crystallized rights between the parties, it cannot be argued by Respondent No. 2 - Society that the Petitioner has to once again approach the Civil Court by filing Suit proceeding. Such a submission and argument advanced by Respondent No. 2 - Society needs to be rejected and dismissed in limine with contempt. In the first instance, it is seen that the

Respondent No.2 - Society approached the Competent Authority by filing the Application dated 16.01.2020 seeking deemed conveyance by suppression of facts. This Application was filed on 16.01.2020. It is appended at Exh. G, page No. 158 of the Writ Petition. When read, it is revealed that this Application is completely silent and bereft of the twin cross Suits filed between the parties and the Consent Terms and Consent Decrees which is the most relevant issue which ought to have been disclosed. That apart, it is seen that the Petitioner - original partnership firm has been impleaded as Respondent No. 1 in the Application along with the land owners when the composition of the Petitioner was no longer a partnership firm and it has become a LLP in the year 2017 itself. It is further seen that the Petitioner thereafter filed its intervention Application under Section 11(4) of MOFA seeking impleadment and placed on record the entire details of the Consent Terms and the Consent Decrees. Once the entire position was placed before the Competent Authority, all that the Competent Authority was required to do was to apply its mind to the Consent Decrees and Consent Terms.

13. It is seen that Competent Authority has miserably failed to apply its mind and without considering the essence of the same has passed the impugned order. When the impugned order is read, it is seen that merely because there is no time frame and time limit agreed upon by and between the parties to execute the Deed of Conveyance and the Deed of Lease as contemplated under the Consent Terms and the Consent Decrees, the Competent Authority has proceeded to pass the impugned order on its own in complete contradiction to the rights and entitlements agreed upon by the parties in the Consent Terms. Such a course of action is clearly impermissible in law. Such a finding returned in paragraph No. 11 of the impugned order is clearly not sustainable and deserves to be interfered with. Admittedly, execution and registration of the Deed of conveyance in respect of the entire larger property in favour of Respondent No. 2 - Society and execution and registration of the Lease Deed in respect of the area admeasuring 4756.71 sq. m. at the lease rent agreed upon by the parties has to be implemented and done simultaneously. All that the Competent Authority was to do was to direct the parties to adhere to the Consent Terms rather than taking on the role of an adjudicator and pass an order completely contrary to the Consent Terms and the Consent Decrees. By virtue of the impugned order, the Competent Authority has derivated that the Respondent No. 2 - Society is entitled to conveyance of an area admeasuring 8384.57 sq. m. and it has passed an order accordingly. This itself on the face of record is contrary to the Consent Terms and the Consent Decrees because Respondent No. 2 - Society is entitled to conveyance of the entire larger property admeasuring 11427.2 sq m. but it has to simultaneously execute the lease of an area admeasuring 4756.71 sq. m. in favour of the Petitioners who have constructed upon the said portion subsequently.

14. In view of the above, the impugned order which completely disregards and overrides the Consent Terms and Consent Decrees is unsustainable in law. It deserves to be quashed and set aside. Equally the submissions advanced by

Respondent No.2 - Society that Petitioner be relegated to the remedy of Appeal deserves to be dismissed in limine. The facts in the present case are extremely gross. They require immediate interference of this Court. The Consent Terms and the Consent Decrees passed by the Civil Court are completely disregarded and set to naught by virtue of the impugned order dated 04.03.2022. Such an impugned order is clearly not sustainable.

15. The second submission of the Society that Petitioner be directed to file a Suit deserves to be dismissed with contempt. Both; the Society as well as Petitioner had filed cross Suits against each other. When Respondent No. 2 - Society approached the Competent Authority, it suppressed material information about the compromise and settlement effected in both these Suits. The Consent Terms and Consent Decrees and more specifically clauses 4, 6, 9 and 10 thereto crystallized the rights of the parties.

16. For a period of more than 22 years, Respondent No. 2 - Society has accepted the Consent Terms. If the Society had any grievance, it ought to have sought implementation of the Consent Terms in execution. It did not do so, rather it chose to approach Respondent No. 1 surreptitiously without even disclosing the Consent Terms and Consent Decrees. Such conduct on the part of the Respondent No. 2 - Society is deprecated by this Court. Though this Court has always been supportive of the rights and entitlement of the members of Co-operative Housing Society, in the present case it is seen that the Respondent No. 2 - Society has acted and conducted itself with malafides. The Application filed by the Society as observed above is clearly an act of suppression. In fact it has led the Competent Authority to believe the case of the Society without the Society disclosing the details of the Consent Terms and the Consent Decrees. It was the duty of the Respondent No. 2 - Society to place all material facts on record which it failed to do. In that view of the matter, I am of the clear opinion that the Society has conducted itself in a malafide manner and it deserves to pay costs rather exemplary costs for its such conduct. Hence, I direct the Respondent No. 2 - Society to pay costs of Rs. 50,000/- to the Kirtikar Law Library, High Court, Mumbai within a period of four weeks from today.

17. In view of the above observations and findings, the impugned order dated 04.03.2022 and the Certificate of title dated 04.03.2022 issued by Respondent No. 1 under Section 11 of MOFA in favour of Respondent No. 2 - Society are both quashed and set aside. All actions taken consequent to the aforesaid deemed conveyance order and Certificate of title, both dated 04.03.2022 are also quashed and set aside.

18. Considering the controversy in the present case which is observed herein above, I am of the opinion that in view of the crystallized rights and entitlement of the Petitioner and Respondent No. 2 - Society by virtue of the Consent Terms and Consent Decrees dated 18.02.2000 and 06.02.2009 in S.C. Suit 4823 of 1990 and SC 7410 of 1990 by the Civil Court, the following directions are passed to be implemented by the parties:-

(a) The Petitioner shall execute the Deed of Conveyance in respect of the plot of land bearing CTS No. 1116 of village Versova, Taluka Andheri, Mumbai Suburban District, admeasuring 11,427.20 sq.m., in accordance with the Consent Decree dated 18.02.2000 passed by the Bombay City Civil Court at Bombay in S.C. Suit No. 4823 of 1990 and the Consent Decree dated 06.02.2009 passed by the Bombay City Civil Court at Dindoshi in S.C. Suit No. 7410 of 1990, in favour of Respondent No. 2 - Society, within a period of 8 weeks from today;

b. Simultaneously upon the execution of the aforesaid Deed of Conveyance, Respondent No. 2 – Society shall execute the Deed of Lease for a period of 998 years on a nominal rent of Re. 1/- in respect of the portion of the subject plot admeasuring 4756.71 sq.m. in favour of the Petitioner in terms of the draft of the Indenture of Lease appended to the Consent Terms in S.C. Suit No.4823 of 1990 within a period of 8 weeks from today;

c. Thereafter, upon execution of both, i.e. the Deed of Conveyance and the Indenture of Lease as aforesaid, the Petitioner and Respondent No. 2 - Society shall proceed to duly register the same before the concerned Sub-Registrar of Assurances on the same date as mutually convenient to both parties;

d. The stamp duty and registration charges for the Deed of Conveyance and Deed of Lease shall be borne and paid by the Respondent No. 2 - Society and the Petitioner respectively on the above documents and as agreed under the Consent Terms;

e. Parties are at liberty to execute and register the above documents earlier as per their convenience. If required, parties are at liberty to meet and consult each other on the finalization of the drafts strictly in accordance with the Consent Terms and the Consent Decrees as agreed upon by the parties.

19. With the above directions, Writ Petition No. 1014 of 2023 stands allowed and disposed.

20. After pronouncement of the Judgment, Mr. Shekhawat, learned Advocate for Respondent No. 2 makes a request to the Court to stay the implementation of the Judgment to enable the Respondent No. 2 – Society to approach the Superior Court.

21. In the facts and circumstances of the present case which are referred to and alluded to herein above, I am not inclined to accept the request made on behalf of Respondent No. 2 for stay of this Judgment. The request made by Mr. Shekhawat is therefore declined and rejected.