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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 21st May, 2026

Uploaded on: 22nd May, 2026

+ **W.P.(C) 6627/2025 & CM APPL. 30106/2025**

SANJEEV KUMAR KANSALPetitioner

Through: Mr. Vasdev Lalwani, Mr. Mukul
Gautam and Mr. Mohit Gautam, Advs.

versus

THE REGISTRAR, CO-OPERATIVE SOCIETIES, GOVERNMENT
OF NCT OF DELHI & ANR.Respondents

Through: Ms. Urvi Mohan, Panel Counsel for
GNCTD

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE MADHU JAIN

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.
2. The present writ petition has been filed by the Petitioner, *inter alia*, challenging order dated 25th September, 2023 passed by Respondent No.1 - Registrar of Cooperative Society (hereinafter 'RCS'). The Petitioner also seeks directions to the Respondents to comply with the award dated 27th October, 2014 passed by the Id. Arbitrator in proceedings initiated under the Delhi Co-operative Societies Act, 1972.
3. The background of this case is that the Petitioner had become the bona fide member of the Bhagwati Cooperative Group Society Ltd. (hereinafter 'Society') upon payment of membership fee along with the sum of Rs. 3,25,000/- on 21st April, 2001 and was granted Membership No. 504 (Category-A1). He had deposited a sum of Rs.5,30,000/- on 19th June, 2001.



However, when an election was declared in the Society on 7th August, 2004, the name of the Petitioner was not reflected in the eligible members which led to the invocation of arbitration proceedings under the Delhi Co-operative Societies Act, 1972 being Arbitration Case No. 2663/DR/ARB/2004-05.

4. An award was passed by the Id. Sole Arbitrator in favour of the Petitioner on 31st July, 2007 which was sought to be executed by the Petitioner. However, in an appeal preferred by the Society, this award was set aside by the Delhi Cooperative Tribunal on 30th April, 2014. The matter was again referred to arbitration with another Sole Arbitrator and an award was passed on 27th October, 2014. The operative portion of the said award is set out below:

“Thus here it is my opinion that RCS Delhi office should obtained the report of Government laboratory related to the handwriting expert within month of submission or issue of the opinion of under signed and for that purpose the society days of the issue of this opinion/report.

If the report obtained by the RCS Delhi office is found in favour of the society, then society is hereby instructed/directed to refund the whole amount deposited by one claimant under the norms of the Bank loan calculations which is to be made on annual basis as per rate of interest prevails time to time in the matter. But this process should be completed within three months i.e. up to 31st Jan, 2015. If it is not completed then it is to be presumed that society is interested in retaining the membership of the claimant.

5. As can be seen from the above award, the signature of the Petitioner was to be compared on the resignation letter and the RCS had to proceed in



terms of the award. The Petitioner sought execution of this award, however, to no avail, which led to the filing of a writ petition being ***W.P.(C) 14426/2024*** titled ***Sanjeev Kumar Kansal v. The Registrar Co-operative Societies Government NCT of Delhi & Anr.*** In the said writ petition, a Coordinate Bench of this Court on 15th October, 2024 has directed as under:

“5. Consequently, this Court disposes of the present writ petition along with the application with a direction to the Recovery Officer, Co-operative Societies to decide the petitioner's application under Section 105(b) of the Delhi Co-operative Societies Act, 2003 read with Section 61 of the Delhi Co-operative Societies Act, 1972, in accordance with law within twelve weeks. The rights and contentions of all the parties are left open.”

6. A perusal of the above directions makes it abundantly clear that the Recovery Officer was to decide the execution application of the Petitioner within twelve weeks. Repeated letters were also written but no action was taken. Thereafter, the Petitioner came to know that the execution had been dismissed on 25th September, 2023 which was also not informed to this Court on 15th October, 2024. Hence, this writ petition has been filed.

7. *Vide* order dated 16th May, 2025, notice was issued in this petition and it was directed that one flat shall be kept vacant for the Petitioner. In the meantime, the pleadings were to be completed by the parties. On 6th October, 2025, a submission was made by Id. Counsel for the GNCTD that specimen signatures have already been requisitioned from the Petitioner for the purpose of comparison with the signatures on the alleged resignation letter. Accordingly, the Court had called a report from the FSL on 19th December, 2025. Thereafter, the matter remained pending awaiting the FSL report.



8. On 9th March, 2026, the Court had heard detailed arguments in this matter and observed as under:

“7.This Court is of the opinion, firstly, even if it is presumed that the Petitioner had resigned, there has been no refund of the membership fee at all. This has also been confirmed by the ld. Counsel appearing for the Society. Thus the Petitioner continues to be a member of the Society. Secondly, the Petitioner has seriously disputed the validity of the resignation letter. It is not in doubt that the Petitioner was one of the original members and had paid the membership fee.

8. Considering the fact that one flat has already been directed to be kept vacant and that the Management of the Society has also changed who may re-consider their position, let a meeting be held between the Petitioner and the President/Secretary of the Society.

9. The Petitioner as also the said office bearers of the Society i.e., the President/Secretary shall meet on 23rd March, 2026 at 11:30 AM at the office of the Society. On the said date, let the Society communicate the amount, which would be payable by the Petitioner for obtaining the possession of the vacant flat, on the premise that the Petitioner’s membership has not been cancelled despite resignation. The computation shall be placed before the Court on the next date.

10.In the meantime, Ms. Urvi Mohan, ld. Counsel for the GNCTD shall also obtain the FSL report on an urgent basis and place the same before the Court.

11.On the next date of hearing, ld. Counsel for the Petitioner shall seek instructions whether the



Petitioner is willing to pay the amount computed by the Society. On the said basis, the Court would proceed to pass orders in this matter.”

9. Today, the Id. Counsel for the Society has passed across the computation of the amount that the Petitioner is to pay to the Society. According to the Society’s Counsel only 60% of the construction has been done. It is submitted that the Petitioner ought to, therefore, pay the amounts as per the present values and the construction cost. The estimation of the cost payable has been set out in the handed over document dated 20th May, 2026, a copy which has been given to the Petitioner. The total amount mentioned is as under: -

S.NO.	PARTICULARS	TENTATIVE TOTAL COST AMOUNT (RS.)	DEMAND TO BE PAID INCLUDING 60% CONSTRUCTION COST AMOUNT (RS.)
1	SHARE MONEY	5,000.00	5,000.00
2	LAND MONEY	1,97,248.00	1,97,248.00
3	PROJECT UNDER CONSTRUCTION	2,77,33,917.00	1,66,40,350.00
4	ARCH. FEE	1,82,333.00	1,82,333.00
5	ADDL. ARCH. FEE	28,109.00	28,109.00
6	GROUND RENT & EOT	1,50,137.00	1,50,137.00
7	EWS	9,38,572.00	9,38,572.00
8	ADDL. EWS	61,639.00	61,639.00
9	OMSA	5,00,000.00	5,00,000.00
10	ADMIN/ LEGAL/ MAINT. EXPN.	1,40,400.00	1,40,400.00
TOTAL		2,99,37,355.00	1,88,43,788.00
LESS : ALREADY PAID		8,50,000.00	8,50,000.00
BALANCE RECEIVABLE		2,90,87,355	1,79,93,788.00

10. The Court has also been informed that there is a new Management



Committee which has been constituted and the housing project itself has been stalled since September, 2020 due to some issues with the DDA.

11. Be that as it may, insofar as the Petitioner is concerned the Court is of the opinion that the Petitioner shall continue to be treated as the original member of the Society in terms of the order dated 9th March 2026. Even if the resignation letter is doubted, since there was no refund of the amount paid by the Petitioner, his membership cannot be treated as terminated. Thus, one flat shall remain reserved in his favour.

12. Insofar as the computation of the amount demanded by the Society is concerned, the Society may raise the demand as per what is to be paid by original members. Both parties shall thereafter proceed in accordance with law. All rights and remedies are left open.

13. The petition is disposed of in the above terms. Pending applications, if any, are also disposed of.

**PRATHIBA M. SINGH
JUDGE**

**MADHU JAIN
JUDGE**

MAY 21, 2026/prg/msh