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

Date of decision: 30th October, 2026
Uploaded on: 31st October, 2026

\# **CNR No. DLHC010522452026**

\+ **W.P.(C) 16066/2026 & CM APPL. 75086/2026**

SUDIPA ROY & ANR. .....Petitioners

Through: Petitioner No. 1 in person.

versus

REGISTRAR OF CO OPERATIVE SOCIETY & ANR.
.....Respondents

Through: Mr. Shashi Pratap Singh, Advocate for R-1/RCS

CORAM:
JUSTICE PRATHIBA M. SINGH
JUSTICE DINESH BHATT

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.

2. The present petition has been filed by the Petitioners under Article 226 of the Constitution of India, *inter alia*, assailing the order dated 29th July, 2026 passed by the Delhi Co-operative Tribunal in ***Appeal No. 091/2025/DCT***.

3. The brief background of the present case is that the Petitioners are the members of the Respondent No.2-Nav Sansad Cooperative Group Housing Society Ltd. *(hereinafter, 'the Society').*

4. The case of the Petitioners is that they are facing considerable difficulty in carrying out the repair work in respect of their flat bearing No. 461

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(hereinafter, 'the flat') in the Society.

5. It is their case that as per the Delhi Co-operative Societies Act, 2003 *(hereinafter, 'DCS Act')* and Delhi Co-operative Rules, the responsibility of maintenance and repairs of the external structures of the flat rests upon the Society. Despite the same, as per the Petitioners, the office bearers of the Society have failed to take any action.

6. Aggrieved by the inaction, the Petitioners, along with three other claimants, approached the Registrar of Co-operative Societies *(hereinafter referred to as the 'RCS')*, seeking a reference of the dispute between them and the Society to arbitration under Section 70 of the DCS Act, by filing a claim petition bearing ***Arbitration Case No. 34/GH/DR/ARB/2025-26***.

7. The claim petition, *inter alia*, included certain demands in respect of repairs which were required to be carried out in the balconies of some of the flats in the Society. The reliefs sought before the RCS in the claim petition are as under:-

> *"(a) Withdrawal of illegal demand letters dated 15.05.2025 (Annexure-I).*
>
> *(b) Complete repair work of Balcony following Rule 94 of DCS Rule 2007 within next two months as it is posing life treat.*
>
> *(c) Supersession of the Managing Committee of the society (as mentioned in Section 37(1) of Delhi Cooperative Societies Act, 2003) as the respondent has been negligent in the performance of the duties under Rule 106 attached.*
>
> *(d) Debar the respondent and his team to contest the future elections for Six years, as mentioned in Section 118(4) of Delhi Cooperative Societies Act, 2003;*

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(e) Any other relief as deemed fit by this Hon'ble Court.

[***Extracted as is***]"

8. *Vide* order dated 2nd September, 2025, the RCS had dismissed the claim petition of the Petitioners as being not maintainable.

9. Petitioner No. 1 preferred an appeal before the DCT, which was partially allowed *vide* the impugned order dated 29th July, 2026, in the following terms:

> *"[...]6.We have heard the appellant in person. Sh. Dharmenndra Kumar, Id. counsel for the respondent Society and with their assistance, we have gone through the impugned order, the pleadings and the photographs placed on record.*
>
> *7. A study of the impugned order revels that LD. Addl. RCS has failed to exercise the jurisdiction vested in it.* ***Dismissal of the petition as not maintainable is not justified. It is apparently and patently a complaint by a member of the Society Or a joint member against the society. Their claims and counterclaims regarding the responsibility of maintenance or scope of repair of the balcony of the flat jointly owned by appellant bearing No.-461 do make out a dispute between the two. Further, we are of the opinion that appellant, who is a joint member may not have a voting right but he certainly has a right to seek maintenance and services for his jointly owned flat. Therefore, the dispute is apparently between a member and the respondent society. There being no objection to the dispute being barred by limitation. Tribunal is of the opinion that there was no occasion for the Ld. Addl. RCS to decline referring the dispute to arbitration. We, therefore, allow the appeal and set aside the order dated 02.09.2025. passed by Ld. Addl. Registrar Cooperative Societies. The dispute is referred to Arbitration.***

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8.1 Ld RCS is requested to appoint and Arbitrator in the present matter. Parties are directed to appear before the Ld. RCS on 04.08.2026 at 12:30 Pm for appointment of Arbitrator.

8.2 It is directed that the Arbitrator shall decide the dispute between the appellant and the respondent Society as regards the extent of reconstruction and maintenance of the balcony by the appellant and or the respondent society. Arbitrator shall decide whether it is the responsibility of the appellant to reconstruct the balcony and maintain the interior portion thereof or whether the respondent/society was required to maintain the interior portion of the balcony as well.

8.3 The appeal is accordingly allowed. No order as to costs. A Copy of this judgment be sent to Ld. RCS."

10. As can be seen from the above order the DCT came to the conclusion that there exists a dispute between the Petitioner no.1 and the Society which is arbitrable. Accordingly, the DCT directed the RCS to appoint an Arbitrator and the scope of the Arbitration has also been set out in paragraph 8.2, as set out above.

11. The Court has heard the Petitioner, who is appearing in person and Mr. Singh, ld. Counsel for the RCS.

12. The main grievance of the Petitioner is that the Petitioner is unable to utilize his flat, and a notice dated 26th December, 2025 has been issued by the Society, barring him from offering the premises from rent, sale or occupation. The said notice is set out below:

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PUBLIC NOTICE-SAFETY WARNING

(Gate Entry & Dealing Restricted: Flat -461)

The **general public, property dealers, estate agents, and prospective tenant/purchaser are hereby informed that Flat No.461, Block-4, 5th Floor is presently in unsafe and hazardous condition,** posing a serious risk to occupants, visitors, neighbouring flats, and common areas, some of which is visibly apparent.

The **recorded owners,** Ms Sudipa Roy and Mr Subrata Roy, are fully **aware of the condition of the said flat and their statutory obligation** to ensure compliance with all structural, fire, electrical, and safety norms before offering the premises for rent, sale, or occupation.

Accordingly, **no entry, visit, inspection, negotiation, or dealing** in respect of the said flat **shall be permitted** without prior written clearance of the Society / Managing Committee.

Any person entering or dealing with the premises without such clearance shall do so entirely at their own risk, and the society shall bear no responsibility for any loss, injury, or damage.

In view of safety concerns, **Security staff are authorised to restrict or deny gate** to any unauthorised or unknown persons person claiming to be agents, tenants, purchasers, or their representatives in respect of the said flat, Society safety and security protocols shall apply strictly, without any dilution.

Any **misbehaviour, obstruction, interference, or intimidation** of the Society staff or security personnel shall invite immediate and appropriate legal action.

This notice is **issued in the interest of safety and security** of all residents and shall remain in force until further notice.

By Order of the Managing Committee
Nav Sansad Vihar CGHS Ltd.
Date: 26.12.2025

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13. Secondly, it is his case that the repair of the external balconies was the obligation of the society as it also requires strengthening of the balconies in the floors below the Petitioner's flat which is on the sixth floor.

14. According to the Petitioner, he has already carried out repairs to three out of the four balconies of his flat. He intends to put the flat to use, however, the same is being delayed on account of the disputes pending initially before the RCS and subsequently before the DCT.

15. On behalf of the RCS, Mr. Singh submits that the DCT has directed the appointment of an Arbitrator and that the RCS shall take the requisite steps in this regard.

16. After hearing the Petitioner and the ld. Counsel for RCS, it is clear that the DCT has taken a reasonable view in the matter. It is in fact the delay in resolution of the dispute, that the Petitioner is aggrieved. The Petitioner is unable to use his flat and the Society is taking an adversarial stance.

17. In the opinion of this court, the impugned order dated 29th July, 2026 order does not warrant any interference. However, the difficulty of the Petitioner is also appreciated by the Court.

18. Accordingly, it is directed that the RCS shall appoint an Arbitrator by 10th November, 2026.

19. Upon appointment, the Arbitrator shall consider the claims of the Petitioner, including any interim relief that the Petitioner may seek and dispose of the entire matter by 31st January, 2027. Notice shall be issued to the Society by the ld. Arbitrator and it shall be heard.

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

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21. Copy of this order be served on the society by the Petitioners as also by the RCS.

PRATHIBA M. SINGH
JUDGE

DINESH BHATT
JUDGE

OCTOBER 30, 2026*'rs'/sm*

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