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

Date of Decision: 9th March, 2026

Uploaded on: 11th March, 2026

+ **W.P.(C) 14673/2021 & CM APPL. 14149/2026**

URMILA @ SUMAN DECEASED THROUGH LRS (SH. UTTAM CHAND)Petitioner

Through: Mr. Pranav Sachdeva, Mr. P. Rohit Ram, Ms. Mishra Divya Santosh, Mr. Sanyaml Jain & Ms. Khusboo Singhal, Advs. (M: 7397258035).

versus

THE NAV JAGRITI CGHS LTD & ORS.Respondents

Through: Mr. Sumeer Sharma, Adv. for Society. Mr. Sanjay Katyal, SC with Mr. Nitish Kumar Danda, Advocate for DDA. Ms. Avni Singh Panel Counsel for GNCTD.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE MADHU JAIN

JUDGMENT

Prathiba M. Singh, J.

1. This hearing has been done through hybrid mode.
2. The present petition is another example of how Cooperative Group housing Society has caused harassment to the members, without any valid reason.
3. The present petition was listed along with **W.P.(C) 9772/2018** on 1st July, 2025. *Vide* a detailed judgment passed by this Court on 1st July, 2025, the facts relating to the present petition were considered and various directions were issued by the Court. The Court was dealing with a situation where two



members of the Nav Jagriti CGHS Ltd. (*hereinafter*, 'Society') *i.e.*, Mr. H.S Banga and Mr. Kartara Ram were seeking allotment of Flat No. 10 in the Society. However, *vide* order dated 1st July, 2025, the Court had decided the issue of allotment of flat No. 10 and the same was allotted in the favour of Mr. H.S Banga.

4. The question that remains to be adjudicated in the present case is two fold:

- i) The pending dues of the Petitioner that are to be paid to the Society, if any;
- ii) whether there are any other claimants of the flat in question and which flat has to be allotted to the Petitioner.

5. The brief background of the present petition is that the Petitioner's father, Mr. Kartara Ram was one of the founding members of the Society. Mr. Kartara Ram is stated to have passed away on 8th October, 1998 and his wife, Mrs. Pritam Kaur had sought substitution in the membership of the Society, in place of her husband. The same was not acceded to by the Society leading to the filing of a writ petition by Mrs. Pritam Kaur.

6. The writ petition being *W.P.(C) 8476/2007 titled 'Smt. Pritam Kaur v. Registrar Coop. Societies & Ors.'* seeking substitution in the membership of the Society was allowed *vide* order dated 21st April, 2008. In the said order, it was recorded as under:

"1. Rule D.B.

2. With the consent of the parties, we have taken up this writ petition for disposal as only a short question is involved.

3. Petitioner by this writ petition seeks execution of



order dated 28th August, 2002 as also a direction to the Society to hand over a flat of HIG category to the Petitioner, for which the entire payment has been made. Vide the said order passed in appeal it was held that Petitioner being widow of deceased Kartara Ram was entitled to transfer of the membership subject to furnishing Succession Certificate.

4. The reply tendered by Mr. Bhardwaj on behalf of the Society is taken on record. Mr. Bhardwaj appearing on behalf of the Society submits that there was failure on the part of the Petitioner to submit the Succession Certificate within the stipulated time of three months. Hence, the Respondents thereafter proceeded to treating the membership as vacancy especially in the absence of any communication from the Petitioner regarding the status of obtaining the Succession Certificate.

5. A cursory perusal of the pleadings on record and the dates and events tell a different story. The Society had initiated expulsion proceedings against several members including the deceased on account of default in payment of dues. In the view of the demise of Shri Kartara Ram and its intimation being given to the Society on 15th June 1999, the expulsion orders were passed against defaulting members except the deceased.

6. The Registrar, Cooperative Societies, vide its order dated 28th August, 2002 after reviewing the documentation on record and hearing the Petitioner's representatives as also the Respondent/Society held it to be entitled to membership being a class I heir and required her to produce a Succession Certificate from the competent authority. The Registrar also noted that the nominee of the deceased Shri H.D. Hiridi had no objection to the name of the widow being enrolled in place of Shri Kartara Ram. The Registrar also required the Petitioner to complete the documentary requirement



within three months and furnish the Succession Certificate and directed the Society to transfer the membership in her name upon completion of the formalities.

7. It is the Society's case that they received no further intimation from the Petitioner and on 21st July, 2004, a resolution was passed enrolling one Shri Shounak Roy son of Shri Sabyasanchi Roy, in the vacancy caused by the deceased, Shri Kartara Ram. Curiously, it is nearly one year and two months thereafter (28th September, 2005) that a cheque bearing no. 525964 for a sum of Rs. 3,97,001/- is sent to the Petitioner by way of refund which she declined to accept and returned the same under protest.

8. We are of the view that it is not open to the Society to raise issues regarding the default of the deceased and the expulsion proceedings that had been initiated earlier considering the order passed by the Registrar of Society on 28th August, 2002 referred to earlier wherein the Petitioner was required to complete the documentation formalities and obtain Succession Certificate. The only question arising is with regard to the delay in obtaining the Succession Certificate. In our view, requiring Petitioner to submit succession certificate within three months is a tall order granting the present state of litigation. In any case, this is not a statutory time limit. In our view, in the present circumstances, time deserved to be suitably extended till furnishing of Succession Certificate by the Petitioner. We may also note that the alleged resolution of 21st July, 2004 which is purported to have been passed two days before the date of decree appears to be a rare coincidence and it does not inspire confidence. The rights of the Petitioner cannot be extinguished in this manner.

9. We accordingly hold that the Petitioner is entitled to



be substituted as member in place of her deceased husband having complied with requisite formalities and if there are any dues which are payable by the Petitioner, the same be paid within 30 days from today with such interest as is being charged from other members on the outstandings and as permissible in accordance with the Delhi Cooperative Societies Rules.

10. Mr. Bhardwaj, learned counsel for the Respondent, states that no allotment or draw of lots has been made with regard to the membership of late Shri Kartara Ram and accordingly no rights, in our view, except of enrolment as a member by the Society in favour of Shri Shounak Roy have come into existence.

11. In view of our findings that the Petitioner was entitled to be substituted in place of her deceased husband no vacancy is deemed to have arisen which could be filled by any other applicant be it Shounak Roy or any other person. **The Society shall substitute the name of the Petitioner within one month upon payment of dues, if any, and completion of any other formalities to be notified within a week.**

12. Writ petition stands allowed in the above terms.”

7. As can be seen from the above order, insofar as the flat of Mr. Kartara Ram is concerned, his wife, Mrs. Pritam Kaur was held to be entitled to be substituted in the place of her deceased husband. However, this substitution was not carried out on the ground that certain documentation was not submitted.

8. Mrs. Pritam Kaur also expired on 7th May, 2008 and her daughter, Smt. Urmila @ Suman then approached this Court for substitution in the membership of the Society.



9. The said substitution was allowed by this Court *vide* order dated 4th September, 2018 in contempt case being ***CONT.CAS(C) 498/2009 titled 'Urmila Suman v. Bharat Singh & Ors.'***. The said order dated 4th September, 2018 reads as under:

*“The learned counsel appearing on behalf of the respondent No. 1/Nav Jagriti Co-operative G/H Society, 14, Jangpura Road, Bhogal, Jangpura, New Delhi-110014 states that they shall comply with the directions contained in the order of the Division Bench of this Court passed on 21st April, 2008, in W.P.(C) No. 8476/2007, titled as "Smt. Pritam Kaur vs. Registrar Coop. Societies & Others."; and **substitute the name of the petitioner in place of her deceased father, within a period of one month upon payment of dues, if any, and upon completion of other formalities, to be notified to the latter, within a period of one week.**”*

10. Smt. Urmila @ Sharma then filed the present writ petition being ***W.P. (C) 14673/2021*** seeking directions to the Society to hand over the possession of flat no. 10 in the Society, in her favour.

11. This Court is informed that recently, Smt. Urmila @ Sharma has also passed away on 13th April, 2022.

12. An application had been filed by Smt. Urmila @ Sharma's husband *i.e.*, Mr. Uttam Chand seeking substitution in her place as her legal heir. The substitution of her husband was allowed *vide* order dated 29th April, 2024.

13. The said legal heir of Smt. Urmila @ Suman *i.e.*, Mr. Uttam Chand had filed an application being ***CM APPL. 5118/2025*** seeking transfer of the Society's membership in his favour in place of his deceased wife Smt. Urmila @ Suman. The said application was disposed of *vide* detailed judgement dated 1st July, 2025. The relevant portion of the order dated 1st July, 2025



reads as under:

“[...]

29. In order to ensure that no further confusion is caused in this matter, on behalf of Mr. Kartara Ram, it is directed that Mr. Uttam Chand shall be treated by the Society as the claimant for all future purposes. The share certificate, which is lying in the name of Smt. Urmila @ Suman, shall now be issued in favour of Mr. Uttam Chand. In the said terms, CM APPL.5118/2025 shall now stand disposed of.”

14. In respect of the ownership of the flat and the share certificate, Mr. Uttam Chand, who is the husband of Smt. Urmila @ Suman, is now the recorded owner of the flat. The share certificate, which was originally in the name of Smt. Urmila @ Suman, now stands transferred in the name of Mr. Uttam Chand.

15. In this Petition, in order to explore as to which flat is to be allotted to the Petitioner, this Court *vide* order dated 13th January, 2026, had issued notice to Mr. Shaunak Roy and to Mr. Vijay Singh. The said Mr. Vijay Singh is stated to be in occupation of flat No. 13 in the Society and Mr. Shaunak Roy is stated to be in occupation of flat No. 54 in the Society. Thereafter, flat No. 54 was sold to one Mr. Virender Dedha. The Court had also issued notice to Mr. Virender Dedha as also to the Society. The Society was directed to locate the whereabouts of Mr. Vijay Singh. *Vide* the said order, the matter had been listed for hearing on 29th April, 2026.

16. Today, an application has been filed by the Society stating as under:

“1. That the applicant is the Respondent No. 1 Society which has been directed vide the above mentioned order dated 13.01.2026 to locate the where about of Respondent No. 6 Sh. Vijay Singh and to have him served through the SHO of the concerned area.



2. *That the last known address of Respondent No. 6 Sh. Vijay Singh as per the society records was as under:
B-103, SECTOR-51, NOIDA -201301
DISTT. GAUTAM BUDDHA NAGAR
UTTAR PRADESH*

3. **That however, upon inquiry it has been reported to the society that the Respondent No. 6 Sh. Vijay Singh has since expired and his son Sh. Hitesh K. Monk and wife had predeceased him. However, no documents evidencing these facts have been brought before the society by any person till date. The society is unaware of any other LR or close relative of the said Sh. Vijay Singh.**

4. **That flat No. 13 was originally allotted to Sh. Vijay Singh but it's allotment had been cancelled by the RCS I DDA and is lying vacant as on date.**

5. *That it is further pertinent and noteworthy that a sum of Rs. 6,15,000/- has been held payable by Sh. Vijay Singh as per the report of the office of the RCS dated 01.09.2021. A letter dated 05.09.2023 demanding the said amount had been issued under the signatures of the Assistant Registrar both of which were prepared in terms of the order dated 25.08.2017 of this Hon'ble Court in W.P. (C) No. 10916/2016. The demand however remains unpaid till date. Copies of the said report and letter are annexed herewith as Annexure -A (colly).*

6. **It is further pertinent and noteworthy that even the petitioner in this case owes a sum of Rs. 31,82,628/- to the society which remains unpaid despite admitting the said debt and undertaking to pay the same before this Hon'ble Court as evident from the order of this Hon'ble Court dated 25.03.2019 in Cont. case No. 498**



of 2009 a copy of which is annexed herewith alongwith an upto date statement of account showing the amount to be due as on 28.02.2026, as Annexure - B (colly).

7. That the society has been deprived of the funds that are lawfully recoverable by the refusal of both the Respondent No. 6 as well as the petitioner to comply with the orders of competent courts, so far.

PRAYER

The applicant/ R-1 Society most humbly prays that:

I. The amounts owed by Sh. Vijay Singh, R-6 as also the petitioner in the present petition may kindly be directed to be paid to the applicant society by the petitioner before the flat is ordered to be handed over to him as it is the petitioner who is going to be benefited by the hefty increase in the market value of the flat in question.

II. Any other and further orders that this Hon'ble Court may deem fit may also be passed in the interest of justice and fairplay.

17. A perusal of the above application would show that admittedly, flat No.13 in the Society is lying vacant as on date and there are certain dues in respect of the said flat, which had not been cleared by Mr. Vijay Singh. Insofar as Mr. Vijay Singh is concerned, he had been directed to hand over possession of flat no. 13 to the Society *vide* order dated 25th August, 2017 passed by this Court in *W.P. (C) 10916/2016* titled '*Vijay Singh v. Nav Jagriti Cooperative Group Housing Society Ltd. and Ors.*' Assailing the said order, Mr. Vijay Singh filed *SLP No. 35330/2017* before the Supreme Court, however, the same has been dismissed *vide* order dated 1st February 2019. Thus, the flat No.13 in the Society remains vacant. According to the stand of the Society in the present application, flat No.13 stands vacant.



18. The other issue raised by the Society is in respect of the dues of the Petitioner. It is stated that a sum of Rs.31,82,628/- is due from the Petitioner. Thus, the prayer of the Society is that Mr. Vijay Singh and the Petitioner ought to be directed to pay their respective dues.

19. The matter has had a chequered litigation history with different Courts having dealt with the case of the Petitioner and the predecessors from time to time.

20. At present, the only outstanding issue is in respect of the pending dues that are to be paid by the Petitioner. In respect thereof, the relevant factual chronology is set out hereinafter.

21. In terms of order dated 21st April 2008 in ***Writ Petition Civil 8476/2007***, the initial membership amount which was paid by the predecessor of the Petitioner was of Rs.3,97,001/-. The same was allegedly returned by the Society vide a cheque, but the same was never encashed by the predecessor of the Petitioner. Thus, the amount of Rs.3,97,001/- already stands paid. This fact stands recorded in order dated 21st April 2008 in ***Writ Petition Civil 8476/2007***, as recorded above.

22. The Society had *vide* letter dated 20th September 2018 raised a further demand of Rs.5,01,028/-. The same was demanded by the Society in respect of the following dues:



HIG Flat Outstanding Details W.E.F.01-04-2004 of Late Sh.Kartara Ram, Membership No.110			
Particulars	Amount	Interest @ 15%	Total Amount
Dues for the period 01-04-2004 to 31-03-2012			
Maintenance Charges for 96 months @ Rs 600 PM (08years)	57,600	69,120	1,26,720
Dues of the period 01-04-2012 to 30-9-2018			
Maintenance Charges for 78 months @ Rs 1200 PM (06years + 06 months)	93,600	91,260	1,84,860
Annual Building Maintenance Charges for period 01-04-2004 to 31-03-2012			
For 8 years @ Rs 3000/- Per year	24,000	28,800	52,800
Development Charges			
4 Installments @ Rs 14550/- Per installment	58,200	50,198	1,08,398
Interest – w.e.f. 01-01-2013 to 30-09-2018			
Delhi Jal Board Water Connection charges			
Interest – w.e.f. 01-01-2016 to 30-09-2018	20,000	8,250	28,250
TOTAL OUTSTANDING AMOUNT	2,53,400	2,47,628	5,01,028
Above mentioned outstanding amount is tentative due to non-availability of complete record as the same was not handed over to the previous managements by the then management headed by late Sh.O.P. Kaim and Sh. Bharat Singh and is subject to final assessment.			



23. The Petitioner paid the above demand on 9th November, 2018 by issuing a demand draft in favour of the Society. In this regard, Petitioner has placed on record the letter dated 9th November 2018 along with the demand draft. The receipt in respect of the said amount has also been issued by the Society on 25th December, 2018. Accordingly, this amount also stands paid by the Petitioner.

24. Surprisingly, though all demands till 2018 stood paid, a new demand of a sum of Rs. 33,000/- was raised by the Society on 13th March, 2019 in the following terms:



The Nav Jagriti Co-operative Group Housing Society Ltd.

Plot No. C-11, Vasundhara Enclave, Delhi-110096
(Registered Under Delhi Corporative Societies Act (35) 1972)

Ref. No.....

Dated.....

NJCGHSSL/M.No.110/2019

BY SPEED POST

Smt. Urmila alias Suman
B-5/S1, Paschim Vihar
New Delhi - 110063

Dt.13.03.2019

Sub : Substitution of the name of Mr. Kartara Ram (Membership no. 110)

Madam,

Further to our earlier letter dated 30-01-2019 on the subject and in reply to your latest letter dated 10-03-2019, it is stated that the issue between you and your Counsel Sh.R.K.Gupta is between you and him and is of no concern to the society. We had requested you to supply us copies of the receipts of payments made by you/ your predecessor-in-interest which has not been done till date. We had informed you that we have no record of any cheque Dt. 29.09.2006 having been issued by the society in favour of Ms. Pritam Kaur for Rs. 3,97,100/- and had requested you to provide a copy of the same for our record which has now been provided by you to the society. However, copies of the receipts for payments made by your predecessor-in-interest have not been provided till date. You will appreciate that in the absence of the record of the society, the only way to recreate and / or reconcile your account is by resorting to these receipts and not otherwise. You will also appreciate that even if the receipts are missing, any other proof of payment like record of the relevant bank account could have been provided which, strangely, has not been done by you. It is incorrect on your part to contend that the amount of Rs.3,97,100/- was paid towards the cost of the flat. Actually, the amount, if at all paid, also included the land cost of Rs. 10,000/- plus Share Money of Rs.5,000/- as also a sum of Rs.100/- as membership fee. Therefore, assuming without admitting that the total payment made by your predecessor-in-interest was Rs. 3,97,100/-, the actual amount paid towards the cost of the flat would amount to Rs. 3,82,000/- only. It is also incorrect on your part to suggest that the cost of a category - 'A' flat

Signature

Signature

was Rs. 4 lacs which was actually 4.15 lacs at the relevant time in 1992. Since Sh. Kartara Ram had paid a sum of Rs. 3,82,000/- only towards the cost of the flat, he was short by Rs. 33,000/- in 1992. Needless to say that he was liable to make good this shortfall alongwith applicable interest as provided under the relevant Rule from the date of the demand till actual payment.

25. In the said demand, the Society's stand was that the predecessor of the Petitioner, Mr. Kartara Ram had paid Rs.3,82,000/- instead of Rs.4.15 lakhs



towards the cost of the flat. Thus, there was a shortage of Rs. 33,000/-. This demand did not mention any of the earlier demands raised by the Society.

26. However, the Petitioner did not dispute the said demand in order to have closure in the matter. *Vide* letter dated 24th March, 2019, the Petitioner stated as under:

“1. Please refer to above our referred communications. Vide your latest letter dated 13.03.2019, for the first time you have stated that the Management Committee of the Society in its meeting held on Dec 2, 2018 has in a resolution approved the transfer of the Membership No. I IO held by my father late Shri Kartara Ram to my name subject to production of original Share Certificate. In this regard it is submitted that in view of the situation explained in my earlier letter dated 10.03.2019, the said certificate may please be treated as lost, and I may please be informed about the process I am required to follow in lieu of that, which is acceptable to the society.

*2. Regarding the receipts of payments, the situation is the same as explained in my letter dated 10.03.2019. For this, **I am ready to pay the balance Rs 33,000/- as explained in your latest letter! You may please issue me the demand note.....**”*

27. In terms of the letter dated 24th March 2019, the Petitioner expressed willingness to pay Rs. 33,000/- which was demanded by the Society. This fact also stands recorded in the order dated 25th March, 2019 passed in ***CONT.CAS(C) 498/2009*** titled ***‘Urmila Suman v. Bharat Singh and Ors.’***. The order dated 25th March, 2019 reads as under:

“The learned counsel for the respondents submits that in compliance of this Court’s previous order, the petitioner’s name has been substituted in lieu of her



father's name. In other words, she holds title to the membership of Nav Jagriti Cooperative Group Housing Society Ltd., 14, Jangpura Road, Bhogal, Jangpura, New Delhi whose new address is Plot No. C-11, Vasundhara Enclave, Delhi-96.

*The petitioner had been directed to furnish a receipt of payments of Rs. 3,97,001/-, however, since this amount is mentioned in the order dated 21.04.2008 in Writ Petition No. 8476 of 2007 titled as Smt. Pritam Kaur Vs. Registrar Cooperative Societies, as having been paid to the respondent/society, the respondents would not insist upon the said receipt. **Dues of Rs. 33,000/- plus interest thereof is payable by the petitioner to the aforementioned Cooperative Society. The learned counsel for the petitioner submits that the said amount shall be paid within four weeks from today.***

In view of the above, no further orders are required. The petition is disposed-off in the above terms.

If the Share Certificate is available with the petitioner, the same shall be supplied to the respondents and if it is not available, then she may apply for issuance of a duplicate certificate.”

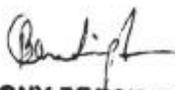
28. It is this amount of Rs. 33,000/- that is being sought by the Society on the ground that substantial interest is liable to be paid on this amount to the Society.

29. After the order dated 25th March, 2019 was passed in **CONT.CAS(C) 498/2009**, a demand for the sum of Rs.16,49,430/- was raised by the Society on 23rd April, 2019. The said demand is computed as under :



NAV JAGRITI CO-OPERATIVE GROUP HOUSING SOCIETY LTD
PLOT NO. C-11, VASUNDHARA ENCLAVE, DELHI – 110096

HIG SIMPLEX FLAT OUTSTANDING DETAILS Of Late Sh. KARTARA RAM, MEMBERSHIP NO 110			
Particulars	Amount (Rs)	Interest (Rs)	Total Amount
Dues for the period 01.01.1993 to 31.12.2004 Cost of Construction @ 18% pa Compounded	33000	240490	1182594
Dues for the period 01.01.2005 to 31.12.2018 Cost of Construction @ 10% pa Compounded	240490	913260	
Dues for the period 01.01.2019 to 31.03.2019 Cost of Construction @ 10% pa Compounded	1153750	28844	
Cost of Construction of BSES Electric Substation			
01.07.2003 to 30.06.2018@15% pa Compounded	35000	284797	316836
01.07.2018 to 31.03.2019@15% pa Compounded	284797	32039	
Litigation Charges High Court of Delhi	150000		150000
Total Outstanding Amount Rs Sixteen Lakh Forty Nine Thousands Four Hundred Thirty Only			1649430


HONY PRESIDENT


HONY SECRETARY


HONY TREASURER

30. The Petitioner who had fought such a long battle, took the position that the said amounts are not liable to be paid. However, in order to bring a closure to the matter, the Petitioner tendered the principal amount of Rs. 33,000/- and



a sum of Rs. 35,000/- towards the cost of 'construction of BSES electric substation'. Accordingly, a sum of Rs.68,000/- was paid to the Society. The same is recorded in the letter and demand draft dated 21st May, 2019.

31. A perusal of the present application filed by the Society would show that an amount of Rs.31,82,628/- is now being demanded by the Society on the ground of compounded interest on the amount of Rs.33,000/-.

32. Mr. Sharma, Id. Counsel has vehemently argued that in the **Contempt Case 498/2009** vide the order dated 25th March 2019, the Petitioner had agreed to pay Rs. 33,000/- along with the interest on the said amount.

33. The Court has heard the Id. Counsels for the parties and perused the records. In the opinion of this Court, the Society's stand that the Petitioner ought to pay the interest as computed by the Society, on the amount of Rs. 33,000/- is completely untenable.

34. The Petitioner had initially paid the entire demanded amount of Rs.5,01,028/- till 2018. Thereafter, the Petitioner had also agreed to pay Rs. 33,000/-, which was demanded by the Society for the first time only in 2019, from the Petitioner.

35. Even if some reasonable interest had to be paid, it cannot be to the tune of Rs.31,82,628/-. Moreover, there is no doubt that the demand having been raised on 13th March, 2019 by the Society and having been agreed by the Petitioner within a period of 10 days, the interest claimed by the Society cannot, by any stretch of reasoning, amounting to 100 times of the amount of Rs. 33,000/- is absolutely unreasonable.

36. The Society is clearly harassing the Petitioner for no reason. Despite repeated orders of this Court, the Society has ensured that the Petitioner does not get possession of the flat in the Society. As recorded in the application,



the flat of Shri Vijay Singh is lying vacant and Shri Vijay Singh has lost his case till the Supreme Court. This position is not even disputed by the Society.

37. Insofar as the pending dues of the Petitioner are concerned, in the opinion of this Court, there are no further dues payable, except the continued maintenance charges and other like charges paid by the occupants, after possession of the flat is handed over to the Petitioner.

38. Accordingly, the Petitioner shall be handed over the possession of flat No. 13, in the Society, after breaking open the lock. If there are any belongings of Shri Vijay Singh, the same shall be stored in a separate area and shall be handed over to any claimant who may come to the Society on behalf of Shri Vijay Singh.

39. The Society is at liberty to take action against Shri Vijay Singh or legal heirs, insofar as the pending dues against Shri Vijay Singh are concerned.

40. Insofar as the Petitioner is concerned, the Society has acted in an unreasonable manner and demanded exorbitant compounded interest on the pending dues, without any basis whatsoever. Repeated demands have been raised against the Petitioner, without any basis. In view thereof, the Society is directed as under:

i) The possession of flat No.13 shall be handed over to the Petitioner by 15th March, 2026. If the same is not handed over by 15th March, 2026, the same shall be handed over to the Petitioner along with a sum of Rs 2,00,000/-, as costs by 31st March, 2026.

ii) If the possession of the flat No.13 is not handed over to the Petitioner, the President of the Society, who is present in Court, shall be personally liable for contempt action.

41. In view of aforesaid position, no further orders are called for in this



petition. The notice issued to Mr. Virender Dedha, *vide* order dated 13th January, 2026 stands discharged.

42. The present petition is disposed of in these terms. Pending applications, if any, are also disposed of.

43. The next date before the Court *i.e.* 29th April, 2026 stands cancelled.

**PRATHIBA M. SINGH
JUDGE**

**MADHU JAIN
JUDGE**

MARCH 9, 2026

mr/sm