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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 9th July, 2026

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+ W.P.(C) 13349/2023 and CM APPL. 52708/2023

VINOD NARANG

.....Petitioner

Through: Mr. Anil Kumar & Mr. Manish
Narang, Advocates with petitioner in
person.

versus

THE REGISTRAR COOPERATIVE SOCIETIES
& ANR.

.....Respondents

Through: Mr. G.S. Chauhan, Ms. Yashswini and
Mr. Diwakar, Advocates for R-2.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE VIKAS MAHAJAN

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.
2. This Court *vide* order dated 16th April, 2026, passed in ***W.P.(C) 2095/2026***, titled '***Braham Din Pandey & Ors. v. The Sahu Cooperative Urban TC Society Ltd. & Anr.***', initiated a *mediation drive* in respect of disputes between Co-operative Societies and their members. The Registrar of Co-operative Societies (*hereinafter*, 'RCS') had also agreed to participate in the mediation proceedings. The relevant portion of the said order is set out below:

“[...]

3. As can be seen from the above order, **this Court had noticed that there were a large number of matters involving the Registrar of Co-operative**



Societies (hereinafter “RCS”), where there were disputes pertaining to allotment of flats, small loan issues, transfer/mutation etc., which could be resolved through Mediation, rather than awaiting adjudication before the Court. Thus, the Court had directed the RCS to coordinate with SAMADHAN - Delhi High Court Mediation and Conciliation Centre (hereinafter “DHC Mediation Centre”) for holding a mediation drive in respect of such disputes.

4. The Court has today received a status report from the RCS office, as per which, meetings have been held between the RCS office and the DHC Mediation Centre. A list of cases has also been prepared which can be referred to mediation.

5. The Court has considered the status report of the RCS and the note handed over by the DHC Mediation Centre to the Court Master - as per which it appears that several cases involving the RCS can be referred to mediation after following a similar protocol as was followed for the Special Mediation Drive which was directed by the Supreme Court.

6. Parallely, the Registry of this Court has also prepared a list of matters which are pending in this Court in respect of disputes relating to Cooperative societies. On the basis of the lists which have been prepared, a total of 230 cases were identified, out of which 92 cases related to the Central RCS in which the RCS, GNCTD did not have a role.



7. The total number of cases, thereafter, which were identified in coordination with the RCS office and the Registry are approximately about 170 cases. As per the report, the categories of cases which can be referred to mediation which are found suitable for mediation are:

- i. Disputes relating to membership;
- ii. Disputes involving loans granted by Societies, including recovery proceedings;
- iii. Inheritance/transfer/substitution of membership.
- iv. Any other category found suitable for mediation.

8. However, as per the DHC Mediation Centre, there are certain categories of cases in which mediation would not be suitable.

9. Accordingly, the cases relating to the three categories as mentioned above, may be listed on a daily basis before the Joint Registrars (Judicial). Notice be issued to the parties and with the consent of all the parties involved in respective matters, the cases be referred to mediation at the DHC Mediation Centre. The standard operating procedure which was followed for the Special Mediation Drive shall also be followed in these matters.

10. The Court has been informed, on enquiry from



Mr. Rajeev Virmani – Organising Secretary of the DHC Mediation Centre, that 40 Mediators have been identified by the DHC Mediation Centre who are willing to hold proceedings during the morning hours itself. Accordingly the DHC Mediation Centre shall provide to the respective Joint Registrars (Judicial) the dates and timing when the mediation can be undertaken in the DHC Mediation Centre, as was done in the Special Mediation Drive as well.

11. List for reporting further compliance on 25th May, 2026.”

3. Accordingly, several matters were referred to mediation. This is one such matter which was referred to mediation, wherein parties have reported a settlement and have executed a settlement agreement dated 25th May, 2026 (*hereinafter, ‘settlement agreement’*)
4. As per the said settlement, the Vikas Cooperative Group Housing Society Ltd. (*hereinafter, ‘the Society’*) has agreed not to press the complaint against the Petitioner, which was lodged by the then presiding President of the Society. Further, the said outstanding amount set out in the settlement agreement has also been agreed to be cleared by the Petitioner.
5. Pursuant to the clearing of the dues, the Society has agreed that the name of the Petitioner would be sent by the Society to the RCS for allotment of the flat in the complex and all formalities for allotment shall be completed.
6. The following are the terms of the settlement agreement:
 - “1. That the Second Party has agreed not to press the complaint dated 19th March, 2003, as was lodged by the then President of the Second Party against the First Party.



2. *The First Party agrees and undertakes to clear and pay all dues, outstanding against the membership of the First Party in favour of the Second Party/Society. The parties agree that the current outstanding amount of Rs.85,000/- (Rupees Eighty Five Thousand Only) i.e. the difference/pending amount of the building funds and Rs.23,000/- (Rupees Twenty Three Thousand Only) for the repairing of the pillars (maintenance demand) will be paid by the First Party without interest to the Second Party within a period of two weeks from the date of disposal of the present case i.e. WP(C) 13349/2023 by the Hon'ble High Court of Delhi. It is further agreed between the parties that in the event of allotment of a flat to the First party with lift, the First Party shall also pay an additional payment of Rs.32,000/- (Rupees Thirty Two Thousand Only) to the Second Party/Society on account of lift facility at the time of possession.*

3. *That the Second Party after receipt of the aforesaid payments, if any, due against the First Party, will forward the name of the First Party for allotment of flat in the complex of the Society to the office of the Registrar, Cooperative Societies, Delhi and will complete all the formalities for allotment of the flat in the name of the First Party within a period of 15 days of receipt of the payment from the First Party.*

4. *That the Second Party will assist and cooperate with the First Party in getting the allotment of the flat and possession of the flat in the complex of the Society and will not object in any manner whatsoever.*

5. *That the First Party undertakes to make the payments, if any, due against his membership to the Second Party without any objection and thereafter will continue to make the payment to the Society towards the maintenance and other charges as will be demanded by*



the Second Party from time to time.

6. That after this settlement, there will be no disputes between the parties.

7. That this Settlement Agreement has been executed between the parties voluntarily, out of their own free will & volition and without any pressure, coercion from any side.

8. That the Parties undertake that they will abide by the terms and conditions set out in this Settlement Agreement and shall not dispute the same hereinafter in future. The parties further agree and undertake that they shall not resile from the present Settlement Agreement.

9. The Parties state that the contents of the present Settlement Agreement have been read over and explained to them in their vernacular language (Hindi) by their respective counsel and the parties in consultation with their counsels have mutually agreed to the terms forming part of the Settlement Agreement.

10. That both parties have agreed to remain present before the Hon'ble Delhi High Court and shall make a joint request for the disposal of the Writ Petition (Civil) No. 13349 of 2023 on the terms of the present Settlement Agreement.”

7. The Court has perused the settlement agreement. The terms of settlement agreement are lawful and there is no impediment in recording the same. The settlement agreement has been signed by both the parties as also the ld. Counsel and the ld. Mediator.

8. All parties shall be bound by the terms of the settlement agreement. The RCS as also the Delhi Development Authority (*hereinafter*, ‘DDA’) shall also



give effect to the terms of settlement agreement.

9. Considering that the parties have arrived at a settlement, upon the Society forwarding the No Due Certificate to the RCS, the RCS shall, upon due verification, forward its recommendation to the DDA. Upon receiving the recommendation the entire process relating to the allotment and execution of lease deed shall be completed by the DDA, within a period of three months thereafter.

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

PRATHIBA M. SINGH
JUDGE

VIKAS MAHAJAN
JUDGE

JULY 9, 2026/MR/SM