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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: 31st July, 2026Uploaded on: 3rd August, 2026

CNR No. DLHC010037122025

+ W.P.(C) 1197/2025

BD BELWAL

.....Petitioner

Through: Mr. Malak Bhatt, and Ms. Sukanya
Joshi, Advs.

versus

REGISTRAR COOPERATIVE SOCIETIES & ORS.....Respondents

Through: Ms. Meghna Mital, Ms. Vanita, Advs.
for DDA/R4)
Mr. G.L. Verma, Adv. with Mr. M.L.
Gupta, President and Ms. Alka Jain,
Secretary of Society.
Mr. Harish Kumar Mehra, Adv. for
R-3.

CORAM:

JUSTICE PRATHIBA M. SINGH

JUSTICE VIKAS MAHAJAN

Prathiba M. Singh, J. (Oral)

1. This hearing has been done through hybrid mode.

CM APPL. 78916/2025 2025, CM APPL. 26808/2026, CM APPL. 49651/2026 in W.P.(C)-1197/20252. **CM APPL. 78916/2025** is an application filed by the Petitioner under Section 151 of the Code of Civil Procedure, 1908, *inter alia*, seeking implementation of the No Objection Certificate (hereinafter, 'NOC') which was given by Respondents to the Petitioner so that the flat of the Petitioner can be conveyed in favour of the Petitioner.

3. The grievance of the Petitioner is that the NOC given to the Petitioner has been withdrawn by the Respondent No. 2-Delhi Advertising Co-Operative Group Housing Society Ltd (hereinafter, 'Society') which



completely constitutes contemptuous conduct on behalf of the Society. Ld. Counsel for the Petitioner is at pains to point out that after handing over the NOC to the Petitioner in the Court, the same has been withdrawn by the Society.

4. Today, Mr. Verma, Id. Counsel for the Society as also the President-Mr. M. L. Gupta and the Secretary-Ms. Alka Jain of the Society have been heard. All three of them justified their conduct for withdrawing the NOC.

5. **CM APPL. 78916/2025** is an application filed by the Petitioner seeking directions to the Society. The prayer in this application is that the Society be restrained from initiating frivolous proceedings against the Petitioner and interfering with the peaceful possession and enjoyment of the Petitioner as also for action to be initiated against office bearers of the Society. Further prayer in this application is against the Delhi Development Authority (hereinafter, 'DDA') for execution of the conveyance deed in favour of the Petitioner. The prayers in this application is set out below:

- "a. Pass an order directing Respondent No.2 to immediately comply with the directions of this Hon'ble Court and restrain them from repeatedly initiating frivolous proceedings trying to interfere with the peaceful possession, enjoyment and use by the Petitioner of the subject premises / Flat and also initiate action against the office bearers of the Respondent No. 2 for flagrant violation of the orders of this Hon'ble Court; and/or;*
- b. Pass an order directing the DDA / Respondent No. 3 to execute / register the conveyance deed in favour of the Petitioner / Applicant for the subject flat i.e. Flat No. 284, Vigyapan Lok, 15, Mayur Vihar Phase I Extension, Delhi, 110091 on the basis of the documents submitted by the Petitioner / Applicant and without entertaining any interference by the Respondent No. 2;*
- c. Pass such further and/or other orders as may be deemed*



just, necessary and expedient in the interest of justice and to ensure effective compliance with the directions of this Hon'ble Court, thereby preventing further prejudice and hardship to the Petitioner."

Background

6. The background of this case is that on 3rd March, 2025, the Predecessor Bench had noted that the right of the Petitioner has been recognised *vide* arbitral award passed in favour of the Petitioner dated 23rd March, 2015. The relevant portion of the said award reads as under:

"AWARD

The Defendant Society is hereby directed not to interfere in the peaceful possession, use and enjoyment by the Claimants No.1 (A to D) of flat no. 284 in the building known as Vigyapan Lok at 15, Mayur Vihar-Phase1 Extn, Delhi -110091. The Defendant Society and/or its members, agents, servants are restrained from interfering with the repair, renovation, finishing and alteration etc. in their flat as and when carried out by the Claimants No.1. A. I further direct the Defendant Society to pay damages to the Claimants No.1 @ Rs.12,000/-per month for denial of possession of flat since 19-09-2007 up to the date of this award along with further interest @ 12 % p.a. till actual payment.

B. The Defendant Society and its office bearers are directed to restore the water and power connection to flat no. 284 immediately.

C. The Defendant Society and its office bearers are further directed to pay the cost of the present claim @ 7.5 % of the awarded amount as finally paid to the Claimants No.1."

7. In terms of the above award, it is clear that the Society was directed not to interfere in the peaceful possession and enjoyment by the Petitioner of Flat No. 284, Vigyapanlok Apartments, Mayur Vihar, Phase-1, Extension, Delhi-110091. In addition, the Society was also restrained from interfering with the



repair, renovation, finishing and alteration of the said flat. The Society was also directed to pay damages to the Petitioner and also directed to restore the water and electricity connection.

8. The Society had challenged the above award before the Delhi Cooperative Tribunal (hereinafter, 'DCT'), by way of an appeal which was also dismissed on 12th April, 2017.

9. The order dated 27th January, 2023 passed by the DCT was then challenged by the Society in **W.P.(C) 1682/2023** titled '**Delhi Advertising CGHS Ltd. v. Govt of NCT of Delhi & Ors.**'. Various objections were raised by the Society in the said writ petition.

10. Vide a detailed judgment dated 7th February, 2024, a Division Bench of this Court had dismissed **W.P.(C) 1682/2023**. The facts noted in the said writ petition were as under:

"1. The present writ petition filed under Article 226 of the Constitution of India has been filed by Delhi Advertising CGHS LTD ('Petitioner or Society') seeking to set aside the order dated 27th January, 2023 passed by Delhi Cooperative Tribunal ('Tribunal') under the Delhi Cooperative Societies Act, 2003 ('Act of 2003') and arbitral award dated 23rd March, 2015. The arbitration proceedings were initiated by Respondent Nos. 2 to 6 under Section 70 of the Act of 2003 to restrain the Petitioner Society from interfering in the peaceful possession of Flat No. 284 in Vigyapan Lok at 15, Mayur Vihar-1 Extn, Delhi- 110091 ('subject flat').

1.1. The facts of the case to the extent relevant for the present writ petition are that late Mr. Mahesh Belwal, the predecessor-in-interest of Respondent Nos. 1 to 5 and Mr. B.D Belwal, i.e., Respondent No. 6 herein were cousins and members of the Petitioner Society.

1.2. Late Mr. Mahesh Belwal was allotted flat No. 111 in the Society by Delhi Development Authority ('DDA') on 13th March, 2002. Another member of the Society namely



Captain Chitranjan Jain was allotted flat No. 244 in the Society on 01st August, 2002 by DDA. Thereafter, late Mr. Mahesh Belwal and Captain Chitranjan Jain applied to DDA for mutually exchanging their flat Nos. 111 and 244, which was allowed by DDA vide order dated 16th August, 2002. Accordingly, the ownership of flat No. 244 was transferred in the name of late Mr. Mahesh Belwal.

1.3. Separately, Mr. B.D. Belwal was allotted subject flat No. 284 by DDA on 01st August, 2002. The possession of subject flat No. 284 was handed over to Mr. B.D. Belwal on 02nd August 2002. Subsequently, late Mr. Mahesh Belwal and Mr. B.D Belwal as well applied to DDA for mutually exchanging their flats Nos. 284 and 244, which exchange was allowed by DDA vide order dated 06th January 2003 and a conveyance deed as well was executed in favour of late Mr. Mahesh Belwal on 11th July 2023. Consequently, late Mr. Mahesh Belwal acquired occupancy rights in respect of the subject flat No. 284.

1.4. In the year 2007, disputes arose between the Petitioner Society and late Mr. Mahesh Belwal with respect to the possession of subject flat No. 284, when late Mr. Mahesh Belwal was undertaking construction/finishing work in the subject flat. The Petitioner Society disconnected the water and electricity supply of the subject flat.

1.5. Mr. Mahesh Belwal expired on 11th November, 2011, the legal heirs of Mahesh Belwal i.e., Respondent Nos. 2 to 5 and Respondent No. 6, B.D Belwal collectively filed a claim petition under section 70 of the Act of 2003 with the Registrar of Co-operative Societies, NCT of Delhi ('RCS') seeking the direction to direct the Petitioner Society to not interfere in the peaceful possession, use and enjoyment of the Claimants i.e. Respondent Nos. 2 to 6. 1.6. The matter was referred to Arbitrator for deciding the claims on merit and award dated 23rd March, 2015 ('impugned award') was passed in favour of Respondent Nos. 2 to 5 directing the Petitioner Society not to interfere in peaceful possession, use and enjoyment by Respondent Nos. 2 to 5 of the subject flat. The impugned award also directed the Petitioner Society to pay damages to the above said



Respondents at Rs. 12,000/- per month for denial of possession of the subject flat since 19th September, 2007 and also directed to restore water and power connection to the said subject flat immediately.

1.7. Aggrieved by aforesaid impugned award dated 23rd March, 2015, the Petitioner Society had filed an appeal bearing No. 54/2015/DCT before the Tribunal.

1.8. During the pendency of the appeal, DDA recommended cancelation of the conveyance deed dated 11th July, 2003 executed in favour of late Mr. Mahesh Belwal for the subject flat. The Tribunal concluded that consequently, the rights as it existed prior to exchange of flats between late Mr. Mahesh Belwal and Mr. B.D. Belwal stands restored. The Tribunal held that the occupancy rights of the subject flat in the name of Mr. B.D. Belwal as it existed prior to 06th January, 2003 had come into operation. Thus, the Tribunal upon an application filed by Respondent No. 6 modified the award, with the consent of Respondent Nos. 2 to 5 and substituted the directions issued in favour of Respondent Nos. 2 to 5 to read as directions to Respondent No. 6, and, the appeal filed by the Society has been dismissed by the impugned order while upholding the impugned award with the aforesaid modifications.”

11. After noting the above facts, the stand of the Petitioner as also that of the Society was considered by the Division Bench including the allegations relating to the Conveyance Deed which was executed in favour of the Petitioner’s brother, which was thereafter cancelled. The Court had also considered various other allegations made by the Society which were urged before it. After considering the entire matter, the Division Bench came to the following conclusions:

“9. We are of the considered opinion that in view of the aforesaid judgment of the Division Bench and considering the pari materia provisions in the Rules of 2007 and Rules of 1973, the period of three (3) months in the facts of the



present case is to be reckoned from 29th December, 2014. The impugned award has been passed on 23rd March, 2015 and is therefore, within limitation. Accordingly, the submission of the Petitioner Society on the issue of limitation is rejected.

10. The claim petition filed by the legal heirs of late Mahesh Belwal i.e., Respondent Nos. 2 to 5 and Respondent 6, B.D Belwal before the Arbitrator was for seeking an injunction against the Society to restrain it from interfering in the peaceful possession of the subject flat and for carrying out repair, renovation and alternation in the said flat. The Respondent Nos. 2 to 6 further sought restoration of the water and power connection to the subject flat as well as damages against the Petitioner Society for interfering in the enjoyment of the claimants of said flat.

11. The Tribunal and Arbitrator have returned concurrent findings that the allotment of the subject flat stood regularised in favour of Respondent No. 6 by DDA on 1st August, 2002 and the possession was handed over on 2nd August, 2002. The Tribunal and Arbitrator further held that Respondent No. 6 held Membership No. 178 in the Petitioner Society, which was cleared for allotment by the RCS. In these undisputed facts, the Tribunal held that the Petitioner Society cannot interfere with the possession and enjoyment of the subject flat, which was in possession of the Respondent Nos. 2 to 5 on the pleas raised in the written statement by Petitioner Society inter-alia challenging the validity of the membership of both Mr. B. D. Belwal i.e., Respondent No. 6 and late Mr. Mahesh Belwal. The Tribunal further held that the membership of the said persons had not been set aside in any manner known to law and more specifically as per Sections 40 and 41 of the Act of 2003. The Tribunal held that in the absence of any legal and binding order of a statutory authority cancelling the membership of Mr. B. D. Belwal i.e., Respondent No. 6 and late Mr. Mahesh Belwal, the Society of its own volition cannot interfere in the peaceful possession of a member. The Tribunal after perusing the record also found no merit in the plea of the Petitioner



Society that late Mr. Mahesh Belwal or Mr. B. D. Belwal had ceased to be members in the year 2003. The contention of the Petitioner Society that Respondent No. 6 has not paid any cost for the subject flat was specifically negated by the Arbitrator after opining that the averments in this regard by the Petitioner Society are vague and it has led no evidence to substantiate its allegations in this regard. The Petitioner Society has contended that seven (7) additional flats were constructed unauthorisedly, which was subsequently regularised by Municipal Corporation of Delhi (MCD).

12. The Petitioner Society states that the subject flat is one of the additional flats and made this a basis of its challenge. In this regard, the Tribunal has opined that the Society is selectively challenging the rights of the Respondent Nos. 2 to 6 and no such proceedings have been initiated by the Society against six (6) others allottees of the additionally constructed flats. The Tribunal and the Arbitrator have concurrently held that the documents on record and the record of the judicial proceedings show that the physical possession of the flat remain with late Mr. Mahesh Belwal and thereafter, with the Respondent Nos. 2 to 6.

13. The Tribunal and the Arbitrator after perusing the evidence placed before it have passed detailed orders recording the aforesaid findings. This Court in its extraordinary jurisdiction under Article 226 of the Constitution does not review or reweigh the evidence upon which the determination of the Tribunal and the Arbitrator is based. We are of the considered opinion that there is no error of law apparent on the face of record in the present proceedings. In the facts of this case, there is no other member of the Society, who has raised a claim to the subject flat. We are also of the opinion that considering that the subject flat was allotted in the year 2002 and two (2) decades have gone by, therefore, the Society would be well advised to put a quietus to this issue.”

12. Most of the contentions of the Society in respect of exchange of flats



between the Petitioner and his brother-Mr. Mahesh Belwal and the Conveyance Deed which was executed in favour of Mr. Mahesh Belwal and the dues that have to be paid, etc., were all considered by the Division Bench in the judgment dated 7th February, 2024. The Division Bench came to the conclusion that in writ jurisdiction the factual findings which were arrived at by the Id. Arbitrator and the DCT would not deserve to be interfered with. Thus, the matter had to be put to quietus and the Society's stand was, accordingly, rejected.

13. The judgment dated 7th February, 2024 was carried in appeal by the Society in ***Petition for Special Leave to Appeal No. 7569/2024 titled 'Delhi Advertising CGHS Ltd. v. Govt of NCT Delhi & Ors.'*** Vide order dated 10th April, 2024, the Petition for Special Leave to Appeal was dismissed.

14 Under these circumstances, the Predecessor Bench had on 3rd March, 2025 directed the Respondent No.2 i.e., Society to comply with the order and in order to ensure the same, the President of the Society was called in Court. The relevant portion of the order dated 3rd March, 2025 is set out below:

"3. Aggrieved by the said order, respondent no.2 had filed a writ petition before this court being W.P.(C) 1682/2023 assailing the aforementioned Award as well as the order dated 27.01.2023 passed by the Tribunal dismissing respondent no.2/Society's appeal. It is respondent no.2's case before this court that the flat in question was unauthorised and without a sanction plan. However, neither the arbitrator nor the Tribunal had examined this aspect. The said petition was also dismissed by an order dated 07.02.2024. Aggrieved by the same, respondent no.2/Society had filed a special leave petition being SLP No.7569 of 2024 before the Supreme Court which too was dismissed on 10.04.2024. Notwithstanding that respondent no.2/Society had exhausted the remedies in respect of the specific direction to restore electricity,



respondent no.2/Society has not complied with the same.

4. Let the President of the Society be present in court on the next date of hearing for assistance of this court.”

15. On 9th October, 2025, the Court had again directed the office bearers of the Society to remain present in compliance with the previous directions. The Court had also observed that it had no option but to initiate contempt proceedings against the office bearers of the Society. The said order dated 9th October, 2025 is extracted below:

“CM APPL. 63374/2025 (Seeking direction)

1. In compliance with order dated 25th September 2025, though the office bearers of the Society have furnished the documents, however, documents necessary for processing the request of petitioner to be member of the society, are intentionally not furnished.

2. We are sensitive to the observations made in paragraph 3 of order dated 17th September 2025.

3. Paragraph 3 of the said order reads as under:

“3. This could have been viewed as a serious default on part of Office bearers of the Society and we were inclined to proceed under the Contempt of Courts Act, 1971 against the office-bearers, however, counsel for respondent No.2 states that all necessary documents which are required and prayed by the petitioner shall be produced by tomorrow i.e. 18th September 2025 at 2:30 PM.”

4. As such, we are left with no other option but to initiate contempt proceedings against the office bearers of the Society.

5. At this stage, counsel appearing for the Society assures that the office bearers shall remain physically present before this Court with the relevant document.

6. We make it clear that if the documents are not supplied to the petitioner, the Court will be constrained to initiate contempt proceedings against the office bearers.

7. List on 10th October 2025, at 10:30 AM at ‘top of the Board’



8. Order be uploaded on the website of this Court.”

16. On the next date i.e., 10th October, 2025, the NOC was handed over by the Society to the Petitioner and in view thereof, the writ petition was disposed of as not pressed. The said order reads:

“1. The Original “No Objection Certificate (NOC)” dated 9th October 2025 issued under the signatures of authorized person for Delhi Advertising Co-Operative Group Housing Society Ltd. is acknowledged by the counsel for the petitioner along with the photocopy of the possession receipt of flat number 284 dated 02nd August 2002.

2. In view of the aforesaid, the writ petition is not pressed and stands disposed of accordingly.

3. Needless to clarify that, in case any other issue or grievance crops up, the petitioner is at liberty to take recourse to such remedy as is permissible and is available in law.”

However, the matter did not end there despite the NOC having been given by the Society. Thereafter, the Society sought to raise a complaint to the DDA against the Petitioner. In addition, a Show Cause Notice was issued on 6th November, 2025 to the Petitioner, in effect, reopening the entire matter. The NOC which was given was also withdrawn *vide* letter dated 17th November, 2025.

17. The ground on which the NOC sought to be withdrawn is on the basis of allegations that the Petitioner is not a member of the Society, that maintenance charges had not been cleared by the Petitioner, etc. The relevant portion of the said letter is set out below:

“Hence, the entire matter was placed before Managing Committee to consider all aspects and take a decision to prevent any chance of Society being sluggish in this



regard.

After due deliberation, Managing Committee of the society unanimously decided that NOC for conversion of flat No. 284 be withdrawn from DDA in view of such glaring irregularities disclosed and confirmed and now confirmed by D.C.H.F.C. vide their letter dated 28.10.2025.

Hence, it is requested that no action be taken to execute any Conveyance Deed in favour of Sh. Bhawani Dutt Belwal, as he is not the member and also as Ld. Fin. Commissioner has ordered inquiry on 10.10.2025 and RCS too has issued Notice for the Claim of Society in addition to the matter pending under Section 118 of DCS Act, 2003.

Kindly appreciate that if still DDA execute Conveyance Deed inspite of position as stated above, the same will be open for challenge at the risk and cost of DDA. Hence, kindly inform the decision taken by DDA in this regard.”

18. Pursuant to this letter, the DDA has also issued a Show Cause Notice to the Petitioner on 22nd June 2026. Under these circumstances, the present application has been filed.

Analysis and Findings

19. The Court has heard the Id. Counsel for the Petitioner and the Id. Counsel for the Society. The President and the Secretary of the Society are also present. Despite giving sufficient opportunity to the office bearers of the Society, they continued to insist that the Petitioner is not entitled to membership of the Society.

20. The journey of the Petitioner for obtaining a conveyance deed does not seem to end, despite having succeeded till the Supreme Court. The Society appears to be mis-advised in its pursuit of complaints against the Petitioner. As captured in the previous Division Bench order, there were two flats – one



booked by the Petitioner and one by his deceased brother. Both the brothers agreed to swap the flats for whatever reason. The brother sold the flat and has in fact passed away. The Petitioner has only one flat in the Society. His wife owned another flat in Mansarover Garden, which is one of the objections of the Society. That issue stands decided in the previous round and cannot be clearly reopened. Even the Petitioner's wife has passed away and the Petitioner is stated to have already sold the said Mansarover Garden flat to raise some funds. Despite such a long history, the Society continues to have objections to the Petitioner's membership.

21. A perusal of the allegations before the Id. Arbitrator, the DCT and the reply to this writ petition would show that the Society's attempt is nothing but to reagitate the same issues which have already been decided finally and have been settled till the Supreme Court. These issues include:

- Membership;
- Exchange of flats between the Petitioner and his brother;
- Sale of Flat No. 244 by the brother of the Petitioner, who has since deceased;
- Illegal construction and non-payment;
- Forgery;
- Invalid regularisation of allotment;
- Double Conveyance Deeds;
- Flats owned by the Petitioner's wife in Mansarovar Park, who has since deceased; and
- Misappropriation of funds.

22. All of these issues have been either agitated before the Id. Arbitrator or before the DCT and, thereafter, in the writ petition which was decided by this



Court, the matter has been put to a quietus. The Society, however, repeatedly wishes to urge the same very issues again and again.

23. The Petition for Special Leave to Appeal of the Society having been dismissed, these issues cannot be agitated. The order dated 10th October, 2025, wherein the NOC was given to the Petitioner and the writ petition was disposed of, has attained finality. The NOC cannot now be withdrawn by the Society in this manner on grounds which had already been decided in favour of the Petitioner.

24. In the opinion of this Court, the conduct of the Society is completely contemptuous and there is no regret being expressed by the office bearers of the Society. Repeatedly, the President and the Secretary of the Society, who are Senior Citizens, keep on submitting that they are bound by the decision of the General Body of the Society. The General Body of the Society or the Managing Committee cannot go behind the orders which have been passed by the Id. Arbitrator, by the DCT, by this Court and by the Supreme Court. Repeated orders have directed the Society to comply with the orders, however, the Society is in complete non-compliance.

25. Under these circumstances, the following directions are issued:

- i. The NOC issued dated 9th October, 2025 is not permitted to be withdrawn by the Society as the same was handed over to the Petitioner before this Court on 10th October, 2025 and is sought to be withdrawn on grounds that are untenable. The said NOC dated 9th October, 2025 in favour of the Petitioner is held to be valid and legal.
- ii. The NOC dated 9th October, 2025 shall now be used by the DDA to process the allotment/conveyance deed of the flat in favour of the



Petitioner.

iii. For the unnecessary waste of judicial time repeatedly and for the contumacious conduct of the Society, the Society shall pay a sum of Rs. 1,00,000/- as costs to the Petitioner. The costs shall be paid to the Petitioner within one month failing which action would be liable to be taken in accordance with law.

26. Ms. Mittal, Id. Counsel appears for the DDA. The DDA shall now give effect to this order and comply with the same within a month.

27. The contempt proceedings against the office bearers of the Society are discharged subject to payment of costs.

28. All the applications are disposed of.

PRATHIBA M. SINGH
JUDGE

VIKAS MAHAJAN
JUDGE

JULY 31, 2026

dj/ck