

Phone :
40063905-06

M. R. BHATT & ASSOCIATES
Advocates

304, Wing B,
Shivalik Corporate Park,
Near Shivrangani Cross Road,
B/h. Indian Oil Petrol Pump,
Satellite Road, Ahmedabad-15.

Ref. no. :

Date :

ENCUMBRANCE CERTIFICATE

To,
Ohm Enterprise
4th Floor, Klassic Avenue,
Nr. Toran Dinning Hall, Opp. Sales India,
Ashram Road, Ahmedabad.

In respect of Non Agricultural land bearing Final Plot No.161 adm.3773 sq.mts bearing old S.Nos.361+362+366/11 adm.3831 sq.mts in T.P Scheme No.3 of mouje Ranip, Taluka Sabarmati, Sub District Ahmedabad-2 (Vadaj) and District Ahmedabad belonging to **M/s Ohm Enterprise through its partners.**

Pursuant to the instructions received we have caused necessary search before the office of sub registrar of assurance at Ahmedabad (search receipt no.20872 dt.23.09.2021 & No.25047 dt.14.12.22 are enclosed herewith) which forms part of the opinion.

The aforesaid report is in reference of Revenue Records/City Survey i.e. Property card submitted and search of the Sub Registry records relevant for the purpose to study the devolution of title and to ascertain any charge or encumbrance and does not contain entire revenue or Sub Registry records. It is to be noted that the search of complete registration records is not available and also it is to be noted that only Computerized Search is given by S. R. O. Office and manual search of books of Index-II is not allowed. Also as per the computerized search provided by the office of S. R. O. states that they do not give any assurance or binding for the search provided

The undersigned confirm that the owner as stated above is lawful owner of the property as stated above as per the indexes and records and photocopies of the above said documents

Baroda :
411, Center Point, R. C. Dutt Road,
Alkapuri, Baroda.
Ph. : (O) 2342696



Delhi :
D-14, Gulmohar Park, New Delhi - 110 049
Phone : (C) 23381039, 23383554, 23070154 (Fax)
(R) 26514022, 26854710 (Fax)

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Ref. no. :

Date :

checked at random by the undersigned subject to the documents as asked below. The property is free from all encumbrances and the title to the said property is clear and marketable on the verification of the documents, revenue records and S. R. O. records.

That "M/s Ohm Enterprise" a registered partnership firm as a promoter of project "Omkar Enclave", will construct/develop on the part of the land bearing Final Plot No.161 adm.3773 sq.mts bearing old S.Nos.361+362+366/11 adm.3831 sq.mts in T.P Scheme No.3 of mouje Ranip.

A Mortgage dt.01.12.22 registered at serial no.25372 is executed by Ohm Enterprise through its authorized Partners in favour of Tata Capital Housing Finance Ltd for a Loan of Rs.35 crores.

The said property is clear and marketable subject to;

- a) Subject to Project funding of Tata Capital Housing Finance Ltd.
- b) Subject to the outcome of pending litigation being First Appeal no.4522/19 before the High Court of Gujarat.
- c) Subject to the outcome of pending litigation being LPA no.423/19 before the High Court of Gujarat filed by Ohm Enterprise.

Dated this 15th December, 2022.

For M.R.Bhatt & Associates,



Maulik R. Bhatt
(Enrollment No. G/69/1994)
Partner of M. R. Bhatt & Associates
Advocates,

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Ref. no. :

Date :

--::TO WHOM SO EVER IT MAY CONCERN::--

I here by solemnly, declare that, I have experienced of more than twenty years in land related matters, in which land title search report, issuing of "No encumbrance" certificate on the land including rights, title, interest or name of any party in or over land, and my experience is 27 years in land related matters in accordance to GUJ RERA rules.

The contents of above are true and correct and nothing material has been concealed by me there from.

Date:: 15th December, 2022
Place:: Ahmedabad



Maulik R. Bhatt
Partner of M.R.Bhatt & Associates
Advocates
Enrollment No. G/69/1994.

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M. R. BHATT & ASSOCIATES Advocates

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ENCUMBRANCE CERTIFICATE

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In respect of Non Agricultural land bearing Final Plot No.161 adm.3773 sq.mts bearing old S.Nos.361+362+366/11 adm.3831 sq.mts in T.P Scheme No.3 of mouje Ranip, Taluka Sabarmati, Sub District Ahmedabad-2 (Vadaj) and District Ahmedabad belonging to **M/s Ohm Enterprise through its partners.**

Pursuant to the instructions received we have caused necessary search before the office of sub registrar of assurance at Ahmedabad (search receipt no.20872 dt.23.09.2021 is enclosed herewith) which forms part of the opinion.

The aforesaid report is in reference of Revenue Records/City Survey i.e. Property card submitted and search of the Sub Registry records relevant for the purpose to study the devolution of title and to ascertain any charge or encumbrance and does not contain entire revenue or Sub Registry records. It is to be noted that the search of complete registration records is not available and also it is to be noted that only Computerized Search is given by S. R. O. Office and manual search of books of Index-II is not allowed. Also as per the computerized search provided by the office of S. R. O. states that they do not give any assurance or binding for the search provided



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Ref. no. :

Date :

The undersigned confirm that the owner as stated above is lawful owner of the property as stated above as per the indexes and records and photocopies of the above said documents checked at random by the undersigned subject to the documents as asked below. The property is free from all encumbrances and the title to the said property is clear and marketable on the verification of the documents, revenue records and S. R. O. records.

That "M/s Ohm Enterprise" a registered partnership firm as a promoter of project "Omkar Enclave", will construct/develop on the part of the land bearing Final Plot No.161 adm.3773 sq.mts bearing old S.Nos.361+362+366/11 adm.3831 sq.mts in T.P Scheme No.3 of mouje Ranip.

The said property is clear and marketable subject to;

- a) Subject to the outcome of pending litigation being First Appeal no.4522/19 before the High Court of Gujarat.
- b) Subject to the outcome of pending litigation being LPA no.423/19 before the High Court of Gujarat filed by Ohm Enterprise.

Dated this 29th September. 2021.

For M.R.Bhatt &



Maulik R. Bhatt

(Enrollment No. G/69/1994)

Partner of M. R. Bhatt & Associates
Advocates.

Baroda :

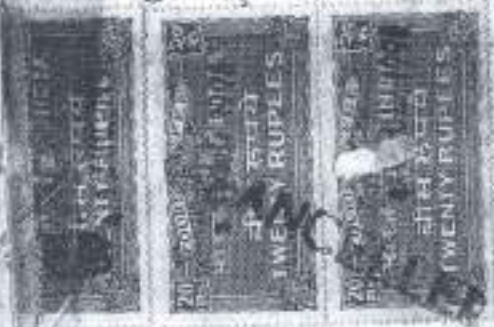
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ડી.બી. ૭૫૨
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અમદાવાદના મે. શ્રીદી સીવીલ જજ સાહેબની કોર્ટમાં

ડી.બી. ૩૦૦૭

૧. અમદાવાદના મે. શ્રીદી સીવીલ જજ કોર્ટમાં
ડી.બી. ૩૦૦૭ નંબરે પાલિકા ઉ.વ. પુખ્ત વયના, પંથો નોંધરી
કે:- રમેશ ચોક, સરકીવાડ
શાહપુર, અમદાવાદ-૧

CITY CIVIL COURT

૨. અમદાવાદના મે. શ્રીદી સીવીલ જજ કોર્ટમાં
ડી.બી. ૩૦૦૭ નંબરે પાલિકા ઉ.વ. પુખ્ત વયના પંથો પરકામ
કે:- એમ. એ. સે. જાલ્દની વાજુમર્
ગુપ્તામર્, પટરીવાસ, અમદાવાદ-૧

૩. અમદાવાદના મે. શ્રીદી સીવીલ જજ કોર્ટમાં
ડી.બી. ૩૦૦૭ નંબરે પાલિકા ઉ.વ. પુખ્ત વયના પંથો પરકામ
કે:- નાર.શ્રી. હાલકુલ્ય રામે,
વાપરીવાસ, કેમેડીપોલ, મુઢીચોક,
અમદાવાદ-૧

૪. અમદાવાદના મે. શ્રીદી સીવીલ જજ કોર્ટમાં
ડી.બી. ૩૦૦૭ નંબરે પાલિકા ઉ.વ. પુખ્ત વયના પંથો પરકામ
કે:- શાહપુર માજોરીવાડની મસ્જદની
પાછા, માતાજીના મંદીર પાસે
અમદાવાદ-૧



परीक्षार्थ १९७१ ई. १०१

કો.સો.સી. 76,04
 96ના પુનરાવર્તન
 10/1/2011

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5. સોસાયટીના સભ્યો
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ફેડ નંબર 1 સતરેલ કો.સો.સી.ના નામનો
 રજી.વેપાર દસ્તાવેજ નોંધાવવામાં આવેલો છે.
 જે વેપાર દસ્તાવેજ તથા ડે-ડેક્લેરી નક્કી થા સાથે
 અગ્ર વીસટથી સામેલ કરવામાં આવે છે.

૨... સદર સતરેલ કો.સો.સી.ના નામનો
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 અગ્ર વીસટથી સામેલ કરવામાં આવેલો છે.

૩... સદર સતરેલ કો.સો.સી.ના નામનો
 રજી.વેપાર દસ્તાવેજ નોંધાવવામાં આવેલો છે.
 જે વેપાર દસ્તાવેજ તથા ડે-ડેક્લેરી નક્કી થા સાથે
 અગ્ર વીસટથી સામેલ કરવામાં આવેલો છે.

૪... સદર સતરેલ કો.સો.સી.ના નામનો
 રજી.વેપાર દસ્તાવેજ નોંધાવવામાં આવેલો છે.
 જે વેપાર દસ્તાવેજ તથા ડે-ડેક્લેરી નક્કી થા સાથે
 અગ્ર વીસટથી સામેલ કરવામાં આવેલો છે.



518. $\frac{1}{2} \times \frac{1}{2} \times \frac{1}{2} \times \frac{1}{2} \times \frac{1}{2}$
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(b)

એને પ્રતીવાદી કહેવ ૧ તથા ૨ નામે તેનો જવાબ
પણ આપેલો નથી.

5th. 4th
22nd 12/60. 2nd
21st 12/60. 2nd
20th 12/60. 2nd
19th 12/60. 2nd
18th 12/60. 2nd
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6th 12/60. 2nd
5th 12/60. 2nd
4th 12/60. 2nd
3rd 12/60. 2nd
2nd 12/60. 2nd
1st 12/60. 2nd

5/10, 7th
6.4.2016
7/10, 3400000
2016/2017

Age 23, male
with long hair
and beard

5111. 2012
Q. 60, 2012
2012 S. 2012

[illegible]

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૧... જમો વાદીઓને વાદ્યમાં ત્રાજવી ચાલવી પડે
દીક્ષા પહેલા જેવી રૂપરૂટ માહિતી મળેલી કે પ્રતિવાદીઓ
જે ક્ષત્રીજાના મેદાની પક્ષમાં પોને સદર જોડાવટીના
વેરમેન-જેઠેરી કે હોદેવારો છે તેમ વળુવાનો કરી
વડાપાટા કે મેજા વીરુદ્ધ છે તેઓની સાથે જોડાવટીની
સદર જમીન મેચાણ કરી દેવા અને વાદાપાટો
ચાલુ કરેલી છે. જે હકીકતની જાણ જમો વાદીઓને
થઈ તેથી જમો વાદીઓએ સદર જોડાવટીની જમીન
વાદીઓને વેચાણ કરવા કરી તેઓને કોઈ વક્ક કે
નવીકાર નથી કે સદર જોડાવટીની જમીન ઉપર જોડવણ
પ્રકારનો વાજો ઉત્પન્ન કરવાનો તેઓને કોઈ વક્ક કે
નવીકાર નથી તેમ તેઓને જમીનમેચુ જણાવેલું પરંતુ
પ્રતિવાદીઓ જમો વાદીઓની જમીન કંઈ વેચાણમાટે
વાદાપાટો કરી મોટા બદલો કરી વેચાણ કરી
દેવાની પુરેપુરી તૈયારીઓ ચલુ કરી દીધી છે. અને તેથી
જમો વાદીઓના સદર જમીન પરત્વેના વક્કકોને
નુકસાન કરનારો પ્રતિવાદીઓનો ઉરાદો હોય તેમ
રૂપરૂટપછે જણાવેલા છે. અને તે માટે તાબદલ ક્રીચર-જ
સરટીકીડેટ મેચવવા પણ દેની કમઈ જાહેર મચર માગેલી છે.
પ્રતિવાદીનું કૃત્ય રૂપરૂટપછે ગેરકાયદેસર અને જમો
વાદીઓના વક્ક હીત વીરુદ્ધનું છે તેથી જા દાવો
નામદાર કોરટમાં કરવાની જરૂર પડી છે.



૭... સદર સત કેવલ ડો.જો.હા.સો.લી. ચમો રાહીજોની

કોમ્યુનિનીને માટે સારા માવાણી ખર્ચે અને જમો

ବାଣିଜ୍ୟ-କମ୍ୟୁନିଟି-ଅବନବେଶିତା-ସମ୍ପର୍କ

માલે તે માટે બનાવવામાં આવેલી છે. ગાવાસની

યોજના પસંદ કરે તો જીવન ઉપર સારું પાત્ર પડે તે સદા ધર્મ મંત્રી

નરે પ્રતીવાદીએ સદર સોસાયટીના સભ્યોના ઉકાડ લીધો

ગુજરાતના સાથ તે રીતે સદર જમીન વેચવાની કાર્યવાહી

અરી ડોઈ બાહીતનુ ૭૭૭ જિં અરી દેવ માલે છે.

જને મોટો નફો કરી લેવા માટે છે. પ્રતિવાદીનું સ્વરૂપ

इत्य तदन तनेनत मोदु मेरंडावतेतरुने नने नमो माहीबोना

અડાબેને પ્રકાશન પહેલાં ૧૩-૧૧૩ છે.

૯... પ્રતીવાહીથી સદર સોભાવટીના સમય નથી, ૩

तेमने बेरमेन के बेइएररी के कमीटीमा छोड़ो पर (नवानो)

ਪਰ ਤੀਰੰਗਾ ਤੇ ਅਖੀਰ ਨਵੀਂ ਤੇ ਸੋਧੀ ਚੇਤਨਾ ਤੇ ਚੇਤਨਾ

નર્મી તેમજ સર્વ સદર જમીન ચેવાણ કરવાની વાટાપાટી

પત્નીવાદીઓ બાહીત મીઝરો ત્રાપે નાજસીમોસ પશ્ચિદીસતોયી

અરી રાખ્યા છે. અને તેમ સહી કરવાનું તેમને જણાવતા પ્રતિવાદીઓ

એકદમ ઉરકેરાઈ ગયા છે એ અને આને માઠીસારે પેલી.

રૂપબદ્ધ ધમકી આપેલી છે કે સદર સોસાયટીની જમીન તેઓ

કર ।વો કરીમે વેચી દેશે અને જમો વાદીઓને ધાય તેમ કર

દે તેવી ધમકીનો પણ ચાપેલી છે, તેવી રામદાસ કોરબી

આ દાવો તાત્કાલીક કરવાની જરૂરત હોયે યથેશ છે.

૬... જા દાવો કરવાનું કારણ જા ઉપવા વરજના જા



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2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837

୧। ୨। ୩। ୪। ୫। ୬। ୭। ୮। ୯। ୧୦। ୧୧। ୧୨। ୧୩। ୧୪। ୧୫। ୧୬। ୧୭। ୧୮। ୧୯। ୨୦। ୨୧। ୨୨। ୨୩। ୨୪। ୨୫। ୨୬। ୨୭। ୨୮। ୨୯। ୩୦। ୩୧। ୩୨। ୩୩। ୩୪। ୩୫। ୩୬। ୩୭। ୩୮। ୩୯। ୪୦। ୪୧। ୪୨। ୪୩। ୪୪। ୪୫। ୪୬। ୪୭। ୪୮। ୪୯। ୫୦। ୫୧। ୫୨। ୫୩। ୫୪। ୫୫। ୫୬। ୫୭। ୫୮। ୫୯। ୬୦। ୬୧। ୬୨। ୬୩। ୬୪। ୬୫। ୬୬। ୬୭। ୬୮। ୬୯। ୭୦। ୭୧। ୭୨। ୭୩। ୭୪। ୭୫। ୭୬। ୭୭। ୭୮। ୭୯। ୮୦। ୮୧। ୮୨। ୮୩। ୮୪। ୮୫। ୮୬। ୮୭। ୮୮। ୮୯। ୯୦। ୯୧। ୯୨। ୯୩। ୯୪। ୯୫। ୯୬। ୯୭। ୯୮। ୯୯। ୧୦୦।



૨૧. નકલ મળેલ મુજબ
 ડી.સી.સી.
 (૬) ડી.સી.સી. પાસેથી
 ૨૬. ૭/૮/૨૩, દિવસ

તાલુકો હીડીના મોજે રાણીપતી હીડીના સરવે નંબર ૨૨૫૭
 ૩૬૧૬ ૩૬૨૪ ૩૬૩૬ જેનો કાઉન્સિલ ખોલે નંબર ૧૬૧ છે તેમાંથી નીચે
 જે ભરતમાં ૩૭૭૩ ચો. પીટની સામેલી છે, તે જમીન
 એ કોઈપણ જાતનો વ્યવહારો કરવાનો કોઈ હક છે
 નથી હોત નથી તેમ જાહેર કરો.

૨૧. રાજકોટ મહાનગર
 પંચાયત
 ડી.સી.સી. પાસેથી

(વ) ના કામના પ્રતિવાદીનો તેમના માણસો
 જેના હોળા, લાખદાસ,
 જેના, મુખત્યારો સર સવ એલ ડી.સી.સી.સી.
 ની જમીન કે જે ડી.સી.સી. સવડીસી.સી. સવડીસી.સી. ની
 તાલુકો હીડીના મોજે રાણીપતી હીડીના સરવે નંબર ૨૨૫૭
 ૩૬૧૬ ૩૬૨૪ ૩૬૩૬ જેનો કાઉન્સિલ ખોલે નંબર ૧૬૧ છે તેમાં
 જે ભરતમાં ૩૭૭૩ ચો. પીટની છે તે જમીન એ
 કોઈપણ જાતનો વ્યવહારો, વહીવટ કે વ્યવહારો
 માટેનો કોઈ હક કે કરાર નથી કે સર જમીનનો કોઈ
 માલિકોને કોઈ કોપાસે નથી તેમ જાણુનો મનાઈ
 હક પ્રતિવાદીનો હીડીસવ તમા નથી માલિકોના
 મામલે મનાવશે.

(૬) નામદાર હોરને મોજે તે સવ હાલ મનાવશે
 (૭) ના હાવાનુ તમામ મરમ પ્રતિવાદીનો પાસેથી
 મનાવશે.

૧૨... ના હાવાનો મરમ હોરટ હી, વહીવટ હી જરૂરી હી
 માટે ૩૧ ૩૦૦૦૦ ની મરમી ૩૧ ૩૦૦૦૦ ની હોરટ હી
 સ્ટેમ્પ વાપરશે છે.

૧૩... ના સાથે વહીવટ, હીડી સરનામાની પુરતી તમા
 પ્રતિવાદીનો મરમ ના દીકરે સામેલ છે.

ડી.સી.સી.
 ૨૭/૬/૧૩
 ૧૧ ૬૬૧
 જુલાઈ ૨૦૧૩
 ૧૦-૧૪-૧૬



જાન્યુરી
ફેબ્રુઆરી
માર્ચ
એપ્રિલ
મે
જૂન
જુલાઈ
ઓગસ્ટ
સપ્ટેમ્બર
ઓક્ટોબર
નવેમ્બર
ડિસેમ્બર

2/12. 21/12/12 સોનાભાઈ
6 મ. 11/12/12, 1/12/12, 1/12/12, 1/12/12
25.5/12, 1/12/12, 1/12/12, 1/12/12
જાન્યુરી, ફેબ્રુઆરી, માર્ચ, એપ્રિલ, મે, જૂન, જુલાઈ, ઓગસ્ટ, સપ્ટેમ્બર, ઓક્ટોબર, નવેમ્બર, ડિસેમ્બર

(6)

2/13. 21/12/12 સોનાભાઈ
6 મ. 11/12/12, 1/12/12, 1/12/12, 1/12/12
25.5/12, 1/12/12, 1/12/12, 1/12/12
જાન્યુરી, ફેબ્રુઆરી, માર્ચ, એપ્રિલ, મે, જૂન, જુલાઈ, ઓગસ્ટ, સપ્ટેમ્બર, ઓક્ટોબર, નવેમ્બર, ડિસેમ્બર

2/14. 21/12/12 સોનાભાઈ
6 મ. 11/12/12, 1/12/12, 1/12/12, 1/12/12
25.5/12, 1/12/12, 1/12/12, 1/12/12
જાન્યુરી, ફેબ્રુઆરી, માર્ચ, એપ્રિલ, મે, જૂન, જુલાઈ, ઓગસ્ટ, સપ્ટેમ્બર, ઓક્ટોબર, નવેમ્બર, ડિસેમ્બર

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સુનાભાઈ

Other

Admitted this 1st day of 1998

Registrar
City Civil Court
Ahmedabad
1/18/98

અમદાવાદના મે. સીટી સીવિલ કોર્ટ
સાહેબની કોર્ટમાં

ડી. યુ. નંબર
M.A.C.T.
સાહેબની કોર્ટમાં
36-62

વાદી
અરજદાર
એવેલર

અભિયાતી
અભિયાતી
સિલેક્ટ



દાખલ રકમ ૬૦૦ - ૦૦ રૂબા
જેલ રકમ ૬૦ - ૦૦ રૂબા

જાણી ના સમુદાય દાખલ રકમ

જાણી રકમ ૬૦૦ - ૦૦

૧૭૩૬/૯૮
૫-૬-૯૮
સીટી સીવિલ કોર્ટ, અમદાવાદ

૨૧૧૬૧ ના એડવોકેટ મહેતા શ્રીકેશભાઈ વ
દેવેશ મહેતા શ્રી
મિલિત મહેતા શ્રી

ડે. સીટી સીવિલ કોર્ટ ન
દરજાગી કુરુન, ન
અમદાવાદ

રજીસ્ટ્રાર : ૪૫૦૭૪
રજીસ્ટ્રાર : ૭૪૫૨૬

તરફે એડવોકેટ શ્રી



Filed on :	04.08.1998
Registered on:	04.08.1998
Decided on :	23.08.2019
Duration :	Yrs Mts Dys
Exhibit :	203

IN THE CITY CIVIL COURT, AT AHMEDABAD

CIVIL SUIT NO.3991 OF 1998

Plaintiffs:

- 1 Amrishbhai Ratilal Dataniya
Ramesh Chauk, Sarkivad,
Shahpur, Ahmedabad-13.
- 2 Dhaniben Alias Dhanuben Sidibhai Dataniya
Jhupada, besides MLA Quarters,
Pataniwas, Chamanpura, Ahmedabad
Abated as per order below Exhibit-145
- 3 Valiben Chaturbhai Dataniya
Opp. R.C. High School,
Vaghariwas, Canadi Pol, ગાંધી
Gundichauk, Ahmedabad.
Abated as per order below Exhibit-145
- 4 Sunandaben Chandrakant Dataniya
Shahpur, Behind Nagarivad Mosque,
Near Mataji Temple, Ahmedabad-1.

VERSUS

Defendants:

- 1 Heirs of deceased Mansukhbhai Bhogilal Dataniya
 - 1/1 Bhagavatiben Widow of Mansukhbhai Dataniya
 - 1/2 Rakeshbhai Mansukhbhai Dataniya
 - 1/3 Sunilbhai Mansukhbhai Dataniya



- 1/4 Jayeshbhai Mansukhbhai Dataniya
Defendant Nos. 1/1 to 1/4 Reside at
2, Near Damodarbai Laxminarayan,
Old Vadaj, Ahmedabad.
- 2 Mahendrabhai Chaturbhai Dataniya
G-24-279, Shivam Apartment,
New Vadaj, Ahmedabad-13.
- 3 Chhanabhai Sampatbhai Dataniya
Behind Nagorivad Mosque,
Opp. Nagorivad Police Station,
Vaghariwas, Shahpur, Ahmedabad-1.
- 4 Shri S. Satvara
Editor, Grade-I,
Sahakari Mandali (City) (Housing),
B-Wing, 4th Floor, Krushi Bhavan,
Paldi, Ahmedabad.
- 5 Partners of Om Enterprise
5/1 Patel Dipak Jagadishchandra
5/2 Patel Shalin Dipak
5/3 Patel Saral Dipak
Defendants Nos. 5/1 to 5/3 Reside at
Monsoon Bungalows,
4, Patel Society,
Opp. K. P. Bhuvan, સત્યમેવ જયતે
Off C. G. Road, Ahmedabad.
- 5/4 Patel Chetan Jagadishchandra
B/8, Ravjee Park,
Near Dev City,
R. C. Technical Road,
Ghatlodiya, Ahmedabad.
- 5/5 Patel Manishbhai Rameshchandra
15, Kalakunj Society,
Near Nilkhanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/6 Patel Mukeshkumar Chandulal
459, Parabadi Was,
New Vadaj, Ahmedabad.



- 5/7 Patel Bipinchandra Chandulal
Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/8 Patel Dipal Bipinchandra
6, Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/9 Patel Prakashbhai Amrutbhai
B/2/60, Swee Park Society,
Near Gopal Baug Society,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/10 Patel Pareshbhai Kanaiyalal
1/B, Jivaniyot Society,
Ankur Road, Naranpura,
Ahmedabad.
- 5/11 Patel Shail Ajitbhai
60, Mandakini Society,
K.K. Nagar Road,
Ghatlodiya, Ahmedabad.
- 5/12 Patel Sachin Shankarbhai
23, Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/13 Patel Jignesh Kanubhai
19, Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/14 Patel Vijaybhai Atmarambhai
A/26, Ishvarkrupa Society,
Sola Road, Ahmedabad.
- 5/15 Patel Tusharbhai Shakarbhai
4, Aashapuri Society,
Jodhpur Gam, Satellite,
Ahmedabad.



6 Administrative Partners of Jay Bhim Developers

- 6/1 Chandrakant Kalidas Prajapati
B/12, Pruthvi Apartment,
Near Priya Cinema,
Saijpur – Bogha, Naroda,
Ahmedabad.
- 6/2 Ajay Baldevbhai Patel
E/14/163, Vishram Park,
Opp. Bhavsar Hostel,
New Vadaj, Ahmedabad.

7 Members of Sat Keval Co-operative Housing Society Limited

- 7/1 Gitaben Punjalal Dantani
1327, Out side Kidipada Pol,
Shahpur, Ahmedabad.
- 7/2 Pushpaben Naineshbhai Dataniya
100/1/1250, Uday Apartment,
Behind Telephone Exchange,
Naranpura, Ahmedabad.
- 7/3 Ashwinbhai Mahendrabhai Satejiya
G/24/279, Shivam Apartment,
Near Vyassvadi, New Vadaj,
Ahmedabad.
- 7/4 Sunilbhai Punjalal Dantani
1327, Out side Kidipada Pol,
Shahpur, Ahmedabad.
- 7/5 Manishbhai Chhanalal Dataniya
1424/1, Nagon Vad, Near Vyassvadi,
New Vadaj, Ahmedabad.
- 7/6 Pratima Pareshbhai Acharya
G/24/279, Shivam Apartment,
Near Vyassvadi, New Vadaj,
Ahmedabad.
- 7/7 Rinkuben Chhanabhai Dataniya
2161, Bukhara Pol, Bhoivado,
Shahpur, Ahmedabad.
- 7/8 Chhanalal Santapbhai Dataniya
1424/1, Nagorivad,
Shahpur, Ahmedabad.

RBT



- 7/9 Mahendrabhai Chaturbhai Dataniya
G/24/279, Shivam Apartment,
Near Vyassvadi, New Vadaj,
Ahmedabad.
- 7/10 Shashikant Maganbhai Parmar
7. Sachchidanand Society,
Near Pumping Station,
Meghaninagar, Ahmedabad.
- 7/11 Nageshkumar Pagnyakumar Vakode
G/504, Kautilya Flat,
Opp. Jaltarang Society,
D-Cabin, Sabarmati,
Ahmedabad.
- 7/12 Shashikant Kanayalal Patel
D/12, Vishva Vijay Flat
New Vadaj, Ahmedabad.
- 7/13 Sitaben Shashikant Parmar
7. Sachchidanand Society,
Near Pumping Station,
Meghaninagar, Ahmedabad.
- 7/14 Baldevbhai Tulsidas Parmar,
52, Jamanapur Gam,
Taluka - Mahesana,
District - Mahesana.

Appearance:

Mr. A. P. Lawrence, learned Advocate for the plaintiffs.
Mr. V. D. Gajjar, learned Advocate for the defendants.

JUDGMENT

1. The plaintiffs have initially filed the present suit against the 4 (Four) defendants for declaration to the effect that the defendants have no right, title and interest in the suit property. Pending the suit Plaintiffs have amended the plaint and added other defendant no. 5 to 7 as mentioned



in the amended plaint.

2. The brief facts of the plaint of the plaintiffs are that, a registered sale deed dated 03.06.1980 came to be executed by the Sabarmati Harijan Ashram Trust in favour of the Sat Keval Co-operative Housing Society Limited with respect to the land bearing final plot No.161 of T.P.Scheme No.3, ad-measuring 3773 sq. meters. of Moje Ranip of City and District of Ahmedabad. It has been further stated that the said society is registered vide registration No.7112 (GH) and it was registered for the Dataniya community. It is further stated that there were 76 to 80 members in the said society and there was no election of the General Body of the said society, since last 10 years. It has been further stated that the defendants No.1 to 3 have not remained as a members and by virtue of the resolution dated 14.03.1982 they had resigned and their family members were incorporated as a members. However, defendants No.1 and 2 have continued as a Chairman and Secretary of the said society and they were trying to transfer the land belongs to the society. Therefore the plaintiff No.1 constrained to issue notice to them on dated 22.02.1998.
3. It has been further stated that the defendants No. 1 to 3 have no right to create any kind of encumbrances on the suit land. During the pendency of the suit, a sale deed dated 27.10.2016 came to be executed in favour of the defendants No.5, 5/1 to 5/15 in collusion with the defendant No.6, 6/1, 6/2, 7. 7/1 to 7/14. It has been further



stated that, such sale deed is without consideration and whatever be the power of attorney annexed with such sale deed also false and fabricated. the plaintiffs have ultimately prayed to cancel the sale deed dated 27.10.2016 and the power of attorney dated 29.10.2016 with the further prayer of the permanent injunction for not to transfer or assign the suit land.

4. The summons duly served to the defendants No.1 to 3 and they appeared before this court through their learned Advocate and registered the contention of the plaint through written statement vide Exhibit-17. And after the amendment of the plaint by the plaintiffs, the defendants No.2 and 3 have also preferred the written statement against the amended plaint at Exhibit-132.
5. As per the W/S Exhibit-17, the defendants No.1 to 3 have raised the dispute with regard to the jurisdiction of this court and have stated that, the suit is barred for the mis-joinder and non-joinder of the parties. They have further stated that the said society is in existence since 1st June 1978 and when the society was registered there were only 29 official members As per the record of the society, they have further stated that, the ex-office bearers have issued false share certificates in favour of the plaintiffs without following any due process of law as provided under the Gujarat Co-operative Societies Act. They have further stated that, the plaintiffs are not the members of the society and society has not received any amount from the



plaintiffs, qua the share contribution or qua the land contribution. It has been further stated that, it is the society, who is the absolute owner of the land and General Body of the society has all rights and authorities to transact the business of the society and therefore the plaintiffs have no right to question the same by way of present suit.

6. As per W/S Exhibit-132, the defendants No.2 and 3 have stated that, whatever the statement appears to have been made by their the then Learned Advocate might be with a view to considering the defendants No.2 and 3 as the party to that suit in their personal capacity and not in the official capacity. It has been further stated that, the office bearers of the society are duty bound to carry the acts as empowered under the General Body Resolution and in view of such facts all the members are also the necessary party to the suit. Further it has been further stated that, the society was not required any prior permission from the District Registrar to transfer the land and there is no any such action initiated by the plaintiffs before the District Registrar as provided under the Gujarat Co-operative Societies Act. It has been further stated that, whatever be the transferred in favour of the purchasers is after following the due process of law and no illegality is ever committed either by the society or by the defendants No.2 and 3.
7. After joining the defendants No.5, 5/1 to 5/15, 6, 6/1 to 6/2, and 7, 7/1 to 7/14, they have filed their reply vide Exhibit-137. The defendants No.6/1 and 6/2 has adopted the



written statement Exhibit-137, the defendants No. 7/1 to 7/14 have also adopted the written statement at Exhibit No.137. The brief facts of the written statement Exhibit-137 the defendants stated that the suit is barred by the mis-joinder and non-joinder of the parties and suit is deserves to be dismissed, because of the suppression of the material facts by the plaintiffs. It has been further stated that, the plaintiffs have no cause to file the present suit and this court has no jurisdiction. It has been further stated that, the defendants No.5, 5/1 to 5/15 have purchased the said land by way of paying total agreed consideration to the said society and they are the bona fide purchasers with value without notice of this suit. It has been further stated that, the plaintiffs have preferred the present suit without having any authority, therefore, the suit deserves to be dismissed.

8. Considering the rival pleadings by the either parties, the following issues have been frame by this court vide Exhibit-115:

ISSUES

1. Whether the plaintiff proves that, defendants No.1 to 3 have no right, title and interest in the suit property as they have resigned as members of Sat Keval Co-operative Housing Society?
2. Whether the plaintiff proves that, the acts carried out by defendants No.1 to 3 on the suit property are not legal and valid?

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3. Whether the plaintiff proves that, the sale deed dated 27.10.2016 bearing registration number 14423 is illegal, null and void and not binding to the plaintiffs?
4. Whether the defendants No.1 to 3 prove that they are entitle to create third party rights in respect of the suit property?
5. Whether this Court has jurisdiction to try the present suit?
6. Whether the plaintiff is entitled to reliefs as prayed in this suit?
7. What order and decree ?
9. My findings on the above issues are as under :-
 1. In negative.
 2. In negative.
 3. In negative.
 4. In affirmative.
 5. In affirmative.
 6. In negative.
 7. As per final order.
10. Before entering into discussion, I want to describe evidence wich are produced by both the parties before this court

PLAINTIFF'S ORAL EVIDENCE

Documents	Exh.
Deposition of plaintiff witness No.1	143



PLAINTIFF'S DOCUMENTARY EVIDENCE

Sr. No.	Documents	Exh.
1	Copy of sale deed by which the Sat Keval Co-operative Housing Society has purchased the suit property.	148
2	Copy of the list of alleged members of the Sat Keval Co-operative Housing Society Limited.	149
3	Copy of letter by the plaintiff No.1 to the District Registrar of the Co-operative Society, Ahmedabad.	150
4	Copy of the death certificate of plaintiff No.2.	151
5	Copy of the death certificate of plaintiff No.3.	152
6	Copy of the order of the District Registrar, Co Op Society (Housing) Ahmedabad.	156
7	A Share certificate of the plaintiff No.1.	157
8	Copy of the alleged list of the members of the Sat Keval Co-operative Housing Society Limited.	158
9	The copy of the so-called resolution of the Sat Keval Co-operative Housing Society Limited.	159
10	The copy of the notice issued by the plaintiff No.1 to the defendant No.2, as the Secretary of the Sat Keval Co-operative Housing Society Limited.	160
11	Postal acknowledgment.	161
12	Copy of the Judgment of Hon'ble High Court of Gujarat in Criminal Appeal No.595 of 2002.	162
13	Copy of the FIR against the defendants No.2, 3 and others.	163
14	Copy of the sale deed executed by the Sat Keval Co-operative Housing Society Limited.	164
15	Copy of the power of attorney executed by	165



	the defendants No.2 and 3.	
16	Copy of the order of the District Registrar of the Co-operative Housing Society.	166
17	Copy of the Ekranamu executed by the wife of the defendant No.2.	167
18	Copy of the consent letter from the wife of the defendant No.2.	168
19	Copy of the transfer "Form-A" to the Sat Keval Co-operative Housing Society Limited.	169
20	Copy of the public notice Published in the Newspaper.	170
21	Certified copy of the criminal complaint preferred by the defendant No.3.	178
22	Certified copy of the order and Judgment of the Criminal Complaint filed by the defendant No.3.	179
23	Certified copy issued by the Metropolitan Magistrate Court No. 5 of the Share Certificate of the defendant No.1.	180

11. The plaintiff No.1 has closed the evidence vide pursis Exhibit-171.
12. The plaintiff No.1 has submitted the pursis Exhibit-145 and has disclosed that plaintiffs No.2 and 3 have died since long, therefore, the suit qua the plaintiffs No.2 and 3 be abated. accordingly, the suit of the plaintiffs No.2 and 3 stood abated.
13. The plaintiff No.4 remained absent, therefore, the evidence of the plaintiff No.4 is closed by the court.
14. The defendant No.2 and 3 have produced following



evidence:

DEFENDANT'S ORAL EVIDENCE

Documents	Exh.
Deposition of the defendant No.2.	175

DEFENDANT'S DOCUMENTARY EVIDENCE

Sr. No.	Documents	Exh.
1	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.2.	183
2	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.2.	184
3	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.2.	185
4	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.3.	186
5	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.3.	187
6	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.3.	188
7	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.3.	189
8	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.3.	190
9	Original money receipt issued by the Sat Keval Co-operative Housing Society Limited in favour of the defendant No.3.	191



10	Notarized copy of the Leaflet "U" of the Sat Keval Co-operative Housing Society Limited.	192
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15. The defendant No.1 died during the pendency of the suit and his legal heirs were brought on record and subsequently defendants No.1/1, 1/2, and 1/4 and the defendant No.4 has closed their evidence vide pursis Exhibit-197.
16. The defendants No.2 and 3 have closed their evidence by pursis vide Exhibit-193.
17. The defendants No.5, 5/1 to 5/15 have closed their evidence by pursis vide Exhibit-194.
18. The defendants No.6, 6/1 to 6/2 have closed their evidence by pursis vide Exhibit-195.
19. The defendants No 7/1 to 7/7 have closed their evidence vide pursis Exhibit-196.
20. The defendants No 7/8 and 7/9 are the same parties, who are arrayed as defendants No.2 and 3 respectively, therefore, their closing pursis is on record vide Exh.193.
21. The defendants No 1/3, 7/10, 7/11, 7/13 and 7/14 remained absent, and therefore, their evidences closed by this court and order passed below Exhibit-172.

Arguments on behalf of the plaintiffs:

22. Learned Advocate Lawrence for The plaintiff has



submitted written arguments which have been taken on record.

23. Learned Advocate for the plaintiff has mostly repeated the contents of the pleadings and the facts on record, in his written arguments. Learned Advocate for the plaintiff has relied on the deposition of the plaintiff No. 1 at Exhibit No. 143 and has submitted that, the list of members of the society is produced at Exhibit No. 158. Learned Advocate for the plaintiff has also relied on Exhibit No. 159, 167, 168, 169 and has submitted that the defendant No. 2 and 3 were not entitle to perform the duties as the Chairman and Secretary of the society. He has further submitted that, whatever be the agreements with the Jay Bhim Developers are without any resolution of the society and nothing was produced before the District Registrar. It is further submitted that, the defendants No. 2 and 3 are not members of the society since the year 1982 and no permission from the District Registrar is sought prior to the transfer of the land. Accordingly, it is the breach of the circular dated 10.6.2011 issued by the Registrar, Co-Operative Societies, Gujarat State. It is submitted that, though the plaintiffs are the members of the Co-Operative Society, however their rights have been duped. It is submitted that, admittedly the suit land belongs to the Sat Keval Co-Operative Housing Society Limited. It is further submitted that, this court has the jurisdiction to try and entertain the present suit and an application under Order – VII, Rule – 10 of the CPC, which was submitted by the

ff



defendant No. 2 vide Exhibit No.79 was rejected by this court vide its order dated 30.10.2018.

24. It is further submitted that, vide Exhibit No. 157, the plaintiff No. 1 has produced his Share Certificate and the defendant No. 2 was ceased as the member of the society. The learned Advocate for the plaintiff has also relied on the contents of the written statement at Exhibit No. 17. He has further submitted that, before execution of the sale deed dated 27.10.2016, no general meeting appears to have been called by the society. He has further submitted that, it is not clear that, to whom the sale consideration was paid. He has further submitted that, the Share Certificate produced by the defendant, showing their share holding in the society are appears with the tempering, therefore it is not reliable evidence. He has further submitted that, the defendant No.2 has produced notarized copy of his share certificate and therefore it is not admissible as the evidence.
25. He has further submitted that, the defendants No. 5 to 7 have not enter the witness box, therefore adverse inference require to be drawn as provided under Section – 114 (G) of the Evidence Act. He has further submitted that, because no prayer is sought against the defendant No. 4, who is the District Registrar, Co-Operative Society, therefore the statutory notice as provided under Section – 80 of the CPC is not necessary. He has further submitted that, because the suit is filed with the prayer to cancel the



sale deed and because of such declaration is sought for in the plaint, the plaint is not barred under Section – 96 of the

Gujarat Co-Operative Societies Act.

26. He has further submitted that, though the defendant No. 5 has submitted in his written statement that, they have purchased the land, in bonafide manner and after following due procedure, but no permission of the District Registrar, Co-Operative Societies appears to have been sought for. Learned Advocate for the plaintiff has relied on Exhibit-166 and has submitted that, the observations of the District Registrar, CO-Operative Societies are binding to this Court. He has further relied on the provisions of the Gujarat Co-Operative Societies Act.
27. Learned Advocate for the plaintiff has submitted written arguments which have been taken on record.
28. Learned Advocate for the plaintiff has mostly repeated the contents of the pleadings and the facts on record, in his written arguments. Learned Advocate for the plaintiff has relied on the deposition of the plaintiff No. 1 at Exhibit No. 143 and has submitted that, the list of members of the society is produced at Exhibit No. 158. Learned Advocate for the plaintiff has also relied on Exhibit No. 159, 167, 168, 169 and has submitted that the defendant No. 2 and 3 were not entitle to perform the duties as the Chairman and Secretary of the society. He has further submitted that, whatever be the agreements with the Jay Bhim Developers are without any resolution of the society and nothing was



produced before the District Registrar. It is further submitted that, the defendants No.2 and 3 are not members of the society since the year 1982 and no permission from the District Registrar is sought prior to the transfer of the land. Accordingly, it is the breach of the circular dated 10.06.2011 issued by the Registrar, Co-Operative Societies, Gujarat State. It is submitted that, though the plaintiffs are the members of the Co-Operative Society, however their rights have been duped. It is submitted that, admittedly the suit land belongs to the Sat Keval Co-Operative Housing Society Limited. It is further submitted that, this court has the jurisdiction to try and entertain the present suit and an application under Order – VII, Rule – 10 of the CPC, which was submitted by the defendant No.2 vide Exhibit No. 79 was rejected by this court vide its order dated 30.10.2018. The plaintiffs have relied on the following Citations:

1. Mohmedbhai Rasulbhai Malek Vs. Amirbhai Rahimbhai Malek - 2000 (4) GLR 3443
2. Harikrushnadas Chhaganlal, Nanalal and Ishwardas Mohanlal Seva Samaj Trust Vs. Vinodchandra G. Vaghela and Anr. - 2010 (2) GLR 1820
3. S. Balasubramaniyam Vs. P. Janakaraju and Another - ILR 2004 KAR. 2442
4. Akritiland con private limited Vs. Krishna Bhargav and oth. - (2017) 13 Supreme Court Cases 212.

29. The arguments on behalf of the plaintiff and the citations



have been taken into consideration and are discussed in the findings of the issues.

The oral arguments on behalf of the defendants.

30. The legal heirs of the defendant No. 1 have remained absent even during the argument and have not bothered to come before the court, so as to defend the suit. Therefore, there is no oral or written argument on behalf of the defendants No.1/1 to 1/4.
31. Learned Advocate for the defendant No.2 and 3, Shri V. D. Gajjar has argued and has referred the entire pleadings of the parties and the documentary evidences, as well as the oral evidence adduced and produced by the respective parties.
32. Mr. Gajjar has argued that, the plaintiffs have claimed the relief as sought for in the plaint in their so called capacity as the members of the Sat Keval Co. Op. Housing Society Limited and whatever be the relief claimed in Para - 11 (a) of the plaint is qua the defendants No. 1 to 3 and such relief is to seek the declaration as if the defendants No. 1 to 3 should not be the office bearers of the said society. Mr.Gajjar has submitted that, in view of the various provisions of the Gujarat Co. Op. Societies Act, without joining such society as the party defendant, no prayer against any such office bearer including the prayer to seek the declaration as sought in Para - 11(a) of the plaint could not be granted. Mr. Gajjar has referred various provisions of the Gujarat Co. Op Societies Act in detail which are



discussed during the findings of the issues.

33. Mr. Gajjar has drawn my attention that, the plaintiffs are also claiming their rights as the members of the said society, however in view of the admission of the plaintiff No. 1 during his cross examination as well as in the documentary evidence, and when the plaintiffs No. 2 and 3 have been abated and the plaintiff No. 4 has chosen to remain absent, therefore, in view of the detailed evidence on record, the suit deserves to be dismissed.
34. Mr. Gajjar has vehemently drawn my attention to Exhibit – 143, which is the deposition of the plaintiff No. 1 as the solitary witness on part of the plaintiffs. Mr. Gajjar has further submitted that, as per the admission of the plaintiff No. 1 at Exhibit – 143, at the relevant point of time when he alleged to become member of the said society, admittedly such witness was serving as the Government Servant with the Postal Department of the Central Government. Mr. Gajjar has drawn my attention to the applicable service rules to the plaintiff No. 1 at the relevant time and it is clear that, as the Government Servant at the relevant point of time, if the plaintiff No. 1 had to acquire any immovable property of the value more than Rs.10,000/- then he was require to disclose the same to the Government by way of disclosing the source of his such investment. Mr. Gajjar has further argued that, however looking to Para – 1 of the cross examination, the witness has admitted that he has not aware that whether



he has submitted such declaration to his department at the relevant point of time. Therefore it is submitted that, the acquisition of any right or the property by the plaintiff No. 1 in the said society itself is doubtful in view of the mandatory nature of the then applicable service rules to the plaintiff No. 1.

35. Mr. Gajjar has further drawn my attention to the cross examination of the plaintiff No. 1 at Exhibit - 143 and has made detailed submission with regard to the same which have been considered by me. It is submitted that, the plaintiff No. 1 has admitted that, the said society was to construct the houses for the community people of the weaker section of the society as provided under the then prevailing Urban Land Ceiling Act. Mr. Gajjar has submitted that, as the Land Ceiling Act stood repealed in the year 1999, therefore, thereafter it was not necessary for the said society to develop the land for the members of the weaker section and society was free to transfer the land in accordance with law. Mr. Gajjar has further submitted that, at the relevant point of time in view of the prevailing provisions of the Urban Land Ceiling Act, it was mandatory while seeking the permission to submit the list of the members of the said society to the competent authority under the said Act. Mr. Gajjar has submitted that, looking to Exhibit - 143, Para - 4, the plaintiff No. 1 has admitted that, he has not aware of the list of the members of the said society and Mr. Gajjar has submitted that, the plaintiffs have miserably failed to prima facie prove that,



whether the plaintiffs were, ever be the listed members of the said society or not, and therefore in absence of such proof, the suit deserves to be dismissed as the plaintiffs have failed to prove their any right, title or interest in the suit property.

36. Mr. Gajjar has further submitted that, whatever be the list of the members produced by the plaintiff at Exhibit – 158 is not the authentic list of the members of the said society, as such document does not bear any seal or signature on behalf of the said society or even it is not issued as certified copy by the competent authority under the Land Ceiling Act, but looking to such document at Exhibit – 158, it is the certified copy of the list of the members which could had been prepared by some third party on plain paper and was produced before the court of the Metropolitan Magistrate and it is obtained as the certified copy, however it is not sufficient to presume that, at the relevant point of time it was produced before the said court from the official custody and therefore simply because it is the certified copy, but when it does not originally bears any seal or signature either of the office bearer of the society or the competent authority, then basis upon such document nothing can be presumed in favour of the plaintiff.

37. Mr. Gajjar has drawn my attention to the cross examination of the plaintiff No. 1 at Exhibit- 143, wherein at Para – 7, such witness has admitted that, he has no money receipt if any paid to the said society to acquire the share holding.



Such witness has admitted that, he never remained present in any meeting of the said society and he has also admitted that, he has not received any agenda of the meeting from the said society.

38. Mr. Gajjar has drawn my attention to Exhibit – 158 and has argued that, such list of members is not the authenticate copy either issued by the society or from the competent authority, therefore it is not the reliable piece of evidence. Mr. Gajjar has further drawn my attention to Exhibit – 160, which is the copy of the notice issued by the plaintiff No. 1 to the defendants No. 2 in his capacity as the Secretary of the said society. Such notice is dated 22.2.1998 and it is the case of the plaintiff in the plaint that the defendant No. 2 has resigned as the member of the society on dated 14.3.1982. If the pleading of the plaintiff No. 1 is to be believed then it is contrary to Exhibit – 160. Mr. Gajjar has vehemently argued that, the plaintiff has suppressed so many true facts in the plaint and has set the pleading contrary to the documentary evidence relied by the plaintiff No. 1. Mr. Gajjar has cited the case law with regard to the same which is discussed herein after.

39. Mr. Gajjar has strongly placed reliance on Exhibit – 166, which is the certified copy of the order passed by the District Registrar, Co. Operative Societies (Housing), Ahmedabad. Such order is dated 8th September, 2017 and referring to Para – 26 of the said order. Mr. Gajjar has argued that, even in the year 2017, the defendant No. 2



appears to be Secretary of the said society and the plaintiff No. 1, been the party of the said proceeding has not opposed such fact before the competent officer under the Co. Operative Societies Act. Mr. Gajjar has further argued that, even after the above stated order of the District Registrar, Co. Operative Societies, now the management of the society is restored to the elected body of the society and even by the appointed administrator, nothing is found adverse against the defendant No. 2 and 3. Mr. Gajjar has further argued that, in the impugn sale deed, the official members of the said society are the confirming parties to the said sale deed and in such circumstances the deed executed by and on behalf of the society is legal and valid.

40. Mr. Gajjar has further argued that, the subject land was admittedly acquired and owned by the said Sat Keval Co. Operative Housing Society Limited. However, the said society is not party to the proceeding and therefore it is fatal to the case of the plaintiff.
41. Mr. Gajjar has further argued that, the plaintiff has no locus to prefer this suit, as the plaintiff failed to produce any cogent and reliable evidence on record, so as to prima facie prove that, the plaintiffs had ever any right, title or interest in the suit land. Mr. Gajjar has further argued that, even for the sake of argument, if the share holding of the plaintiff No. 1 is presume, even then in absence of the said society as the party in the present plaint, the plaintiffs have no independent right to prefer this suit.



42. Mr. Gajjar has placed reliance on the various statutory provisions and the citations which are discussed herein under therefore the same are not repeated here.
43. Mr. Gajjar has further submitted that, even it is not the case of the plaintiffs that, they raised any dispute before any appropriate forum under the Gujarat Co-Operative Societies Act, so as to make the complaint that, the society has transferred the suit land without receiving any consideration. He has submitted that, none of the plaintiffs have challenged any resolution or any act of the body of the society and the plaintiffs have made vague submissions in this suit. He has further submitted that, none of the member of the Sat Keval Society has any right in the land of the society, because the society was formed as the Tenanted Co-Operative Housing Society. He has submitted that, even the District Registrar has found in his order that, the plaintiff No. 1 had resigned as the member of the society and same is the Audit Report as observed by the District Registrar in his order. He has submitted that, the defendants No. 5 and 5/1 to 5/15 have acquired the suit land as the bonafide purchaser with value and by paying total agreed consideration.
44. Mr. Gajjar has relied on Section – 37 and 73 of the Gujarat Co-Operative Societies Act and has submitted that, the Co-Operative Society under the said Act has the legal and independent entity, therefore the society is entitle to any how transfer or to deal with it's immovable properties after



the appropriate resolution in the general body and in any case looking to such statutory provision it does not require any permission from the District Registrar. He has submitted that, the persons who were authorized by the General Body of the society have executed the sale deed on behalf of the society, therefore there is no illegality in execution of the sale deed by the society. He has further submitted that, looking to Page – 47, Para – 5 of the Order of the District Registrar at Exhibit No. 166, it is crystal clear that, the District Registrar has also made it clear that, the transfer of the suit land took place after the due resolution of the General Body of the Society and with the authority to execute such sale deed by the defendant No. 2 and 3. He has further submitted that, the membership of certain members including the plaintiffs stood cancelled either because of their resignation or the statutory default committed by them and such decisions are not challenged by any of the plaintiff, therefore the plaintiffs have no right to claim anything as prayed in the plaint.

45. Mr. Gajjar has relied on the following ratio:

- (A) Margaret Almeida Vs. Bombay Catholic Co-Operative Housing Society Limited – AIR 2013 SC 1398.
- (B) Maria Margarida Sequeira Fernandes and others Vs. Erasmo Jack De Sequeira (Dead) Through LRs. – (2012) 5 SCC 370.

46. Learned Advocate for the Defendant No. 4 has chosen to remain absent and therefore there is no argument on



behalf of the Defendants No. 1/1 to 1/4 and the defendant No.4. Mr.A. J. Vyas, Learned Advocate for the defendants No. 5, 5/1 to 5/15, Learned Advocate Mr. R. T. Songara for the defendants No. 6, 6/1 and 6/2, Learned Advocate Mr. M. V. Shah for the defendants No. 7, 7/1 to 7/7, 7/12 and 7/14 have adopted the arguments advanced by Learned Advocate Mr. Gajjar for the defendants No. 2 and 3. Rest of the parties or their Learned Advocates have chosen to remain absent.

47. My finding on the above issues are as under:

ISSUE NOS. 1 to 3

48. Issue Nos. 1 to 3 are interconnected and therefore for the sake of the convenience and avoid the repetition of facts and evidences, I discuss the same together.
49. As per the plaint, the plaintiffs have specifically stated that, Sat Keval Co-operative Housing Society Limited is registered co-operative housing society under the provisions of the Gujarat Co-operative Societies Act, and it is in existence since the year or 1980. The plaintiffs have stated that society was registered with the 76 to 80 members and since last 10 years prior to the filing of the plaint no elected body in existence. Further the plaintiff stated that, the original defendants No.1 to 3 against whom initially the plaint was preferred have remained members of the society and they became the office bearers in forceful manner, therefore, the plaintiff No.1 issued legal notice on dated 22.02.1998. The plaintiff has further stated



that, the defendants No.1 to 3 were trying to transfer the suit property, therefore, the cause of filing the suit has arisen for the plaintiffs.

50. The defendants No.1 to 3 have filed their written statement initially at Exhibit-17 and after the amendment of the plaint, the defendants No.2 and 3 have filed additional written statement vide Exhibit-132. The defendants No.2 and 3 have specifically pleaded in para- 5 of Exhibit-17 that, looking to the documents produced by the plaintiff, it is very clear that the defendants No.1 to 3 have been joined party as defendants in the plaint, in their official capacity as office bearers of that said society. Looking to the Exhibit-132, the defendants No.2 and 3 have further stated that whatever be their statements in Exhibit-17 have been misread by the plaintiffs and the defendants No.2 and 3 have specifically stated that, as they were not joined as a party defendants, initially in their personal capacity, therefore, whatever the sale transaction took place is by the society after transaction of the appropriate resolution under the Co-operative Societies Act, as agreed by the general meeting of the said society. The defendants have further raised the plea in Exhibit-132 with respect to the bar of section- 80 of the Code of Civil Procedure, because the defendant No.4 is the Government Servant and subsequently joined as a party defendant in his official capacity. Further the defendants No.2 and 3 have specifically raised a plea that said society is not a party as defendant, and therefore, nothing can be determined



against it.

51. Considering the Exhibit-157 which is a copy of the share certificate issued in favour of the plaintiff No.1 which reflects that, the plaintiff had holding 5 (five) shares each of Rs.50 of the Sat Keval Co-operative Housing Societies Limited which is herein after referred to as the "said society". However, further considering the Exhibit-158 which is the hand written document by Mr. Ramanlal Bakulbhai Dataniya addressed to Competent authority, Urban Land Ceiling. As argued by learned Advocate for the defendants, it does not bear any official seal of the said society and even it does not have any receipt for any kind of inward stamps of the office of the competent authority. It appears that, it is opted as certified copy un-exhibited document at mark 3/8 in some civil proceeding pending before the court of 3rd Additional Senior Civil Judge and JMFC at Ahmedabad (Rural). Considering the legal aspect that, the document which is not exhibited in any pending proceeding and even if the certified copy of the same is issued, it can not be considered as proved or admitted document in any pending proceedings. Therefore, in my view Exhibit-158 does not clear any evidentiary value in this suit. The plaintiffs have produced the copy of the so-called resolution of the said Society at Exhibit-159. However, it does not bear any seal of the said society, nor it is issued by the society or the District Registrar as certified copy, and therefore, Exhibit-159 does not carry any evidentiary value in this proceedings.



52. The plaintiff heavily relied on Exhibit-159 and as argued that, the defendant No.2 and 3 had resigned as the members of the society and it was accepted in the meeting dated 14.03.1982 of the said society. However, in my view there is no other evidence produced on record by the plaintiffs to prove that, the defendants No 2 and 3 had resigned as the members of the said society. On the contrary, considering the Exhibit-160 produced by the plaintiffs it is the notice issued by the plaintiff No.1 to the deceased defendant No.1 and the defendant No.2, wherein the deceased defendant No.1 was addressed in his capacity as the Chairman of the said society and the defendant No.2 was addressed in his capacity as the Secretary of the said society. Exhibit-160 is admittedly signed by the plaintiff No.1 along with his Advocate Shri M. N. Bhavsar it is dated 22.02.1998. Therefore, it is very clear that even prior to the filing the suit on dated 04.08.1998, the plaintiff No.1 had issued such notice wherein the deceased defendant No.1 and defendant No.2 were addressed as the office bearers of the said society. Looking to the entire Exhibit-160 it is very clear that the plaintiff has admitted that the defendant No.1 and 2 were office bearers of the said society till filing of the present suit.
53. Considering the Exhibit-143 which is the deposition of the plaintiff No.1, the plaintiff No.1 has admitted in his cross-examination that he is not aware anything with regard to the sale deed issued in favour of the said society and he



has never seen any permission if issued by the competent authority with the approved names of the members. He has admitted that, he has never inquired anything with the office of the district collector or competent authority under the Land Ceiling Act, so as to verify that, who were the approved members of the said society for the purpose of constructing the houses. the Plaintiff No.1 has also admitted that, he has never bothered to verify the records of the society and to obtain any such copies from the record of the said society. Plaintiff No.1 has also admitted that, the said society purchased the suit land as the absolute owner, therefore, in my view that the plaintiff No.1 has admitted that the said society is no tenanted co-operative society but the said society is absolute owner of the suit land, and therefore, it's general body by way of majority resolution was always entitle to transfer the said land.

54. During the cross-examination even plaintiff No.1 was shown the document Exhibit-158 and he has admitted that, such document does not bear any seal or stamp of the said society. He has simply stated that, said copy was provided to him by then Chairman / Secretary of the said society. However, nothing is produced on record by the plaintiff No.1 to prove such content. On the contrary as discussed above Exhibit-158, appears as the copy of the certified copy of un-exhibited document from the record of the judicial proceedings.



55. The plaintiff No.1 has further admitted in Exhibit-143 during his cross-examination that he never remained present in any of the meeting of the said society and he has never received any agenda of any such meeting. In view of the above admission of the plaintiff No.1, it is clear that, if the plaintiff would had having any paid membership rights then he could had not remained silent since 1982. Nothing is produced on record to suggest that, to acquire the share holding of Rs.250/-, the plaintiff No.1 had paid any such amount to The society the plaintiff No.1 has admitted in para-7 of Exhibit-143 that he has no money receipt for the alleged payment of Rs.250/- to the said society to acquire the share holding. In my respectful view it is very clear that, the plaintiff No.1 is unpaid share holder and therefore, simply because of the production of the copy of share certificate, it can't be held that plaintiff No.1 was the share holder of the said society. Even looking to the alleged list of the members at Exhibit-158, the name of the plaintiff No.1 does not appear there in such list which is fatal to the claim of the plaintiff No.1 as the share holder of the said society.
56. The plaintiff No.1 has also admitted in his cross-examination at Exhibit-143 that, the notice at Exhibit 160 was issued as per his instruction and he has admitted that, he addressed such notice to the deceased defendant No.1 and the defendant No.2 as the office bearers of the said society. He has admitted that, he has signed Exhibit-160 after reading the same and after paying full attention to



the same. The plaintiff No.1 has also admitted that, except pleadings in the present plaint, he has not initiated any other action or proceeding against deceased defendant No.1 and the defendant No.2 as provided under the law governing to the co-operative societies.

57. The plaintiff No.1 has produced the copy of the order passed by the District Registrar, of the co-operative society vide Exhibit-166. The plaintiff No.1 has admitted in his cross-examination at Exhibit-143 that by such order administrator was appointed to manage such society as per the operative part of such order. However, the plaintiff No.1 has admitted ignorance with regard to any further proceedings against such order at Exhibit-166. The plaintiff No.1 has also admitted that, he himself has not obtained any copy of the document Exhibit-166.
58. During the course of the arguments, the learned Advocate Mr. Gajar has produced and referred certain orders either by the authorities under the Co-operative Societies Act or of the Hon'ble High Court of Gujarat. It is very clear that, the order of the District Registrar produced at Exhibit-166 was carried in appeal before the Additional Registrar, Co-operative Society, Gujarat State and by his order dated 10.04.2019, the appeal preferred by the said society stood rejected. However, further looking to the copy of the order of the Hon'ble High Court of Gujarat in Special Civil Application No.8195 of 2019, it is very clear that the order of the Additional Registrar is under challenge before the



Hon'ble High Court of Gujarat and it is sub-judice before the Hon'ble High Court of Gujarat. Even Mr. Gajjar has produced copies of the orders by the City Mamlatdar in R.T.S. Case No.63 of 2016 against which the Special Civil Application No.17812 of 2017 was preferred and it was decided on 17.12.2018 against which the L.P.A. No.423 of 2019 was preferred and mutation entry in favour of the purchasers is accordingly confirm. Against the interim order of the Hon'ble High Court of Gujarat in above sated L.P.A. some of the parties have preferred SLP (c) No.10560 of 2019 before the Hon'ble Supreme Court which is dismissed vide order dated 03.05.2019.

59. Therefore, it is very clear that the order of District Registrar, Co-operative Society of Exhibit-166 is not attained any finality and therefore, though it is very heavily relied by the plaintiff No.1, this court is of the view that, basis upon Exhibit-166 it can not be presumed that the defendants No.2 and 3 were not entitled to execute the sale deed on behalf of the said society.
60. Considering to the copies of the various orders passed under the revenue jurisdiction, which have been assailed up to the Hon'ble High Court and as pending by way of LPA No.423 of 2019, it is very clear that, mutation entry in favour of the purchasers is confirm. However, it is to be noted that such mutation entry can not confer any right, title or interest in the immovable property. However, for the co-lateral purpose and because it is the order of the



Hon'ble High Court of Gujarat in LPA No.423 of 2019, this court can not ignored the same and it is apparent that even on prima facie ground in LPA No.423 of 2019, the Hon'ble High Court of Gujarat has also considered the transfer in favour of the purchasers and has ordered to mutate the same in the revenue record.

61. It is to be noted that, the defendants No.1 to 3 were arrayed as the parties to the suit in their capacity as the outgoing members of the said society. However, as discussed above suit notice which was issued by the plaintiff No.1 which is produced at Exhibit-160. It is very clear that, the deceased defendant No.1 and the defendant No.2 were admittedly treated as the office bearers of the said society and that is why the plaintiff No.1 appears to have been constrained to issue such notice. considering the para-10 of Exhibit -160, which is the demand under the said notice at Exhibit-160 its provide in following manner:

" ઉપરોક્ત નોટીસમાં વર્ણવેલી મિલકત મંડળીની માલીકીની હોય અને તેમાં મારા અસીનોનો તેમજ તમામ સભાસદોનો હક્ક, હિસ્સો, હિત સમાયેલા હોય મજકુર મિલકત જમીન કોઇપણ વ્યક્તિને વેચાણ, ગીરો, બોજો કરી યા અન્ય રીતે ટ્રાન્સફર કરવી કરાવવી નહીં અને સોસાયટીના કબજેથી બીજા કોઇના કબજે સોંપવી નહીં કે સોંપાવવી નહીં"

62. Moreover, considering the para- 1 of Exhibit-160 provide in following manner:



“તમો શહેર અમદાવાદમાં રાષ્ટ્રીયમાં રજીસ્ટર નંબર ૭૧૧૨ તા.૦૧.૦૬.૧૯૭૮ થી રજીસ્ટર થયેલ સત કેવલ કો-ઓપરેટીવ હાઉસીંગ સોસાયટી લીમિટેડના સેક્રેટરી અને ચેરમેન અને અમારા અશીલ મજકુર સોસાયટીના શરૂઆતથી જ સભાસદ છે અને તમો સરકારી ધારા મુજબ અને મંડળીનો બાય-લો મુજબ વર્તવા બંધાયેલા છો.”

63. Therefore, in view of the said admission of the plaintiff No.1 in Exhibit-160, it is beyond the doubt that the plaintiff No.1 with a view to initiate the present plaint, caused issuance of the notice at Exhibit-160 which is ex-facie the notice in format of the statutory notice as required under section- 167 of the Gujarat Co-operative Societies Act, 1961.
64. As per the definition of section-167 of the Gujarat Co-operative Societies Act, 1961, provide as:-

Section 167-Notice necessary in suits :- save as otherwise provided in this Act, no suit shall be instituted against the society, or any of its officers in respect of any act touching the business of the society, until with the expiration of two months next after notice in writing has been delivered to the Registrar or left at his office, stating cause of action, the name, description and place of residence of the plaintiff and the relief which he claims, and the plaint shall contain a statement that such notice has been so delivered or left.”



65. So, in view of the above stated provisions of the Gujarat Co-operative Societies Act, 1961, it is very clear that, the notice is mandated to be issued to the Registrar and not to the office bearers of the society. Looking to the Exhibit-160 and considering the admission of the plaintiff No.1 during his cross-examination at Exhibit-143, it is an admitted fact that the statutory notice Exhibit-160 was not addressed or sent to the Registrar but as discussed above it was sent to the defendant No.1 and 2, admitting them by the plaintiff No.1 as the office bearers of the said society. Therefore, prima facie the suit is barred under section-167 of the Gujarat Co-operative Societies Act, 1961.
66. Mr. Gajjar, learned Advocate for the defendant No. 2 and 3 has relied on the decision in the matter between **Maria Margarida Sequiera Fernandes and others Versus Erasmo Jack De Sequiera (Dead) through LRs.** Reported in (2012) 5 SCC 370. I have carefully considered the ratio. Para - 71, 72, 74, 77, 81 and 82 of the above stated judgment are in following manner.
- “(71) Apart from these pleadings, the court must insist on documentary proof in support of pleadings. All those documents would be relevant which come into existence after the transfer of title or possession or the encumbrance as his claimed. While dealing with the civil suits, at the threshold, the court must carefully and critically examine the pleadings and

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documents.

- (72) The Court will examine for pleadings for specificity as also the supporting material for sufficiency and then pass appropriate orders.
- (74) If the pleading do not give sufficient details, they will not raise an issue, and the court can reject the claim or pass a decree on admission. On Vague pleadings, no issue arises. Only when he so establishes, does the question of framing an issue arise. Framing of issues is an extremely important stage in a civil trial. Judges are expected to carefully examine the pleadings and documents before framing of issues in a given case.
- (77) The court must ensure that pleadings of a case must contain sufficient particulars. Insistence on details reduces the ability to put forward a non-existent or false claim or defence. In dealing with a civil case, pleadings, title documents and relevant records play a vital roll and that would ordinarily decide the fate of the case.
- (81) False claims and defences are really serious problems with real estate litigation, predominantly because of ever - escalating prices of the real estate. Litigation pertaining to valuable real estate properties is dragged on by unscrupulous litigants in the hope that the other party will tire out and ultimately would settle with them by paying huge amount. This happens because of the enormous



delay in adjudication of cases in our courts. If pragmatic approach is adopted, then this problem can be minimised to a large extent.

- (82) This court in a recent judgment in Ramrameshwari Devi aptly observed at P. 266, Para 43 that unless wrongdoers are denied profit from frivolous litigation, it would be difficult to prevent it. In order to curb uncalled for and frivolous litigation, the courts have to ensure that there is no incentive or motive for uncalled for litigation. It is matter of common experience that the court's otherwise scarce time is consumed or more appropriately, wasted in a large number of uncalled for cases. In this very judgment, the court provided that this problem can be solved or at-least can be minimised if exemplary costs is imposed for instituting frivolous litigation. The court observed at pp. 267 - 68, Para 58 that imposition of actual, realistic or proper costs and/or ordering prosecution in appropriate cases would go a long way in controlling the tendency of introducing false pleadings and forged and fabricated documents by the litigants. Imposition of heavy cost would also control unnecessary adjournments by the parties. In appropriate cases, the court's may consider ordering prosecution otherwise it may not be possible to maintain purity and sanctity of judicial proceeding.



67. Consideration of the above stated ratio and on perusal of the plaint and more particularly the documents relied and produced by the plaintiffs, and more particularly comparing the plaint with Exhibit No. 160, it is very clear that the plaintiffs have set contrary pleading. In plaint, the plaintiffs have come forward with the case that, the dispute is concerning to the property belongs to the Sat Keval Co-Operative Housing Society Limited. However, such society is not party as the defendant in the plaint. The plaintiffs have pleaded at Para - 3 of the plaint that the said society has 76 to 80 members however no such authentic list of the members is produced, nor such members have been joined as parties to the present proceeding. Whatever be the list of the members produced by the plaintiffs at Exhibit No. 158 is not any how authentic document as discussed above. The plaintiff have pleaded in plaint that, the election of the office bearers of the said society has not took place since more than 10 years prior to filing of the plaint, however the conduct of the plaintiffs is contrary and nothing is produced on record to suggest that, they had raised any grievance as the vigilant litigant before the appropriate forum under the said Act. In plaint Para - 5, the plaintiffs have pleaded that, the defendants No. 1 and 2 had not remain as the members of the said society, however as discussed above the document at Exhibit No. 160 is totally with different contentions on part of the plaintiffs.

68. Therefore, looking to the plaint and documents as



produced on record by the plaintiffs, the ratio as discussed above is squarely applicable to the present case.

69. Mr. Gajjar, learned Advocate for the defendants No. 2 and 3 has relied upon the citation in the matter between **Margaret Almeida V. Bombay Catholic Co. Operative Housing Society Limited**, reported in AIR 2013 SC 1398. Para – 26 and 34 of the citation are as under.

“26. As noticed above, the Catholic Society comprises of about 745 members. Out of these members there were originally 54 tenant – members and 15 tenants simplicitor (the tenants simplicitor, were not members of the Catholic Society). After the coming into force of the Cooperative Societies Act, all the tenants (including the tenant-members, as also, the tenants simplicitor) became members of the Catholic Society. It is therefore, that the strength of the tenant-members at the present juncture is 69. The relief sought in the two suits (i.e. Suit no. 144 of 2010 and Suit No. 145 of 2010) is a claim for rights, on account of being tenant-members. It is important to point out, that the aforesaid suits were filed by only 15 tenant-members. It is these 15 tenant-members, who had pursued their prayer for interim relief, before the High Court. It is not a matter of dispute, that the suits referred to above, were not filed in a representative capacity, and as such, it would be incorrect to assume, that the aforesaid suits can be considered to



have been filed by all the 69 tenant-members. The correct factual position is, that out of 69 tenant-members only 15 tenant-members has filed the aforesaid suits. The number of tenant-members who were pursuing their remedy through the aforesaid suits, has diminished further before this Court, inasmuch as Special Leave Petition (C) nos. 3084749 of 2012 comprises of 8 petitioners only. It is therefore apparent, that 7 of the plaintiffs in the suits, have now not joined hands with those who have approached this Court. (and are now appellants, before this Court). The instant factual narration however proceeds further, inasmuch as, IA nos. 17-19 of 2012 (arising out of SLP (C) nos. 30847-49 of 2012) have been filed by three of the petitioners (now appellants) i.e., petitioner/appellant nos. 2, 3 and 4, i.e., Jennifer Pegado, Elwyn D'crus and Don Donato D'Silva, with a prayer for transposing them as respondents, as they do not want to pursue the matter any further (along with the remaining petitioners). In view of the prayer made in the aforesaid interlocutory application, it is apparent, that the strength of the tenant-members who has initiated the civil suits, referred to above, has successively diminished from 15 in the civil suits, to 8 at the special leave petition stage, and further to 5 at the appellate stage (after three of the petitioners have prayed for transposing them as respondents). Keeping in mind, that the total tenant-members are



69, and the relief sought in the suits, and now through the instant petitions/appeals (which are filed on the strength of being tenant-members), has diminished to 5, it would be inappropriate to consider the grant of any interim relief, in the absence of any clear determination, that the claim pressed by the appellants before us, is at the behest of at least a simple majority of the tenant-members. Out of 69 tenant-members, 35 would constitute a simple majority. The instant petitions/appeals are now being pursued by only 5 tenant-members. In the aforesaid view of the matter, the acceptance of the prayer made by the tenant-members for interim directions, would not only be inappropriate but would be unthinkable."

"34. In support of the first proposition Mr. B. R. Nayak has relied on the decision of the Full Bench of this Court in the case of Manohar v. Konkan Co. op. Housing Society (63 Bom. L.R. 1001 at 1006), but I am afraid the said decision instead of helping Mr. Nayak on the point, is against him in so far as it lays down in unmistakable terms that it is the society alone which is the absolute owner of the property and the members of the society have merely the rights and obligations conferred by the various provisions of the statute itself. It is, therefore, quite clear that it is the society that, as the absolute owner of the property, would have all the rights which any other owner of the property has, and that the petitioners have no

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proprietary interest at all in their tenements. Under the circumstances, the petitioners do not have even a prima facie case on the point that the first respondent society has no right to deprive them of their tenements."

- 70: In view of the facts on hand, it is quite clear that, the plaintiffs have also admitted that, the subject land was absolutely owned by the society and the plaintiffs have challenged such transfer of the land belongs to the society. It is also not any dispute that the plaintiffs have not produced any material and record to prove that, they have ever paid any contribution towards the land cost or qua the subject sub-plot if any even it is not the case of the plaintiffs that, they have ever been allotted any subject sub-plot in the said society. The plaintiffs have simply came forward stating that, they are the share holders of the society and have produced some of the share certificate without any further proof even qua the payment of share fees. It is the specific case of the defendants No.2 and 3 that, the plaintiffs who were near relative of the former office bearer, therefore, any how the plaintiffs have managed to simply produced share certificate without paying anything to the said society. In absence of any cogent or reliable material on record to suggest that, the plaintiffs have paid even any amount qua the share fees, it can not be presumed that the plaintiffs have any right, title or interest qua the subject land of the said society.



71. The plaintiffs have admitted in the plaint that, there are 76 to 80 members in the said society. It is to be noted that, out of those 76 to 80 members, 4 plaintiffs have approached this court by way of present suit. Out of 4 plaintiffs, the plaintiffs No.2 and 3 have been declared by the plaintiff No.1 as expired during the pendency of the suit, even the legal heirs of the plaintiffs No.2 and 3 have not come forward to further prosecute the present suit, the plaintiffs No.4 remain absent, only the plaintiff No.1 has shown the interest in proceeding the suit. That is to say that, out of 76 to 80 members as per the say of the plaintiff No.1, the plaintiff No.1 alone is before this court, therefore, this court has no hesitation to hold that, when the plaintiff No.1 has admitted that, he has not attended any general meeting of the society, therefore, on behalf of such plaintiff No.1 alone this court can not presume anything contrary to the decision of the general body, so as to transfer the said land by way of out of right sale and the assignments of powers to the defendant No.2 and 3 to execute the sale deed in favour of the purchasers. In view of the facts on record, the above stated ration is squarely applicable to the facts of the present case.
72. The plaintiff No.1 has also failed to any how establish or to point out any provision of law, prohibiting the general body of the co-operative society, either to nominate any person and to assign the authority to them, as to execute the transfer deed on behalf of the co-operative society.



73. As per the **section- 73 of the Co-operative Societies Act, 1961** provides that, subject to the provisions of the said Act, the rules, the final authority of the every society shall vest in the general body of members in general meeting. Summoned in such manner as may be specified in the by-laws. It further produces that, the by-laws of the society provide for the election of the delegates of such members, the final authority may vest in the delegates of such members elected in the prescribed manner and assumed in general meeting.
74. The plaintiffs have not produced any material on record that, the Sat Keval Co-operative Housing Society Limited has any special by-laws approved by the District Registrar, of Cooperative Societies. It is settled law under the Gujarat Co-operative Societies Act, 1961, that when any society does not have any approval of special by-laws then the prescribed Letter "U" shall be treated as a by-laws of such society. In absence of the any contrary material on record that, the Sat Keval Co-operative Housing Society Limited has any special by-laws which can prohibits any member or ex-member to be the authorized person to carry out any execution of the deed on behalf of the society. It can not be presumed that, the defendant No.1 to 3 have no right, title or interest in the suit property as they have resigned as members of the said society.

The Learned Advocate of the Plaintiffs argued the land is



society's land there fore the defendants have to right to sale on own manner. he relied upon the Judgment of Harikrushnadas Chhaganlal, Nanalal and Ishwardas Mohanlal Seva Samaj Trust Vs. Vinodchandra G. Vaghra and Anr. Reported in 2010 (2) GLR 1820. Hon"able Hogh Court held in Para-6 of The Judgment as...

" Had it been a case where the society had resolved for the sale of its land over which there is no common plot interest of all the members, it may stand on different footing, but in case where a common plot is reserved for common facilities and common purposes of all members of the society, even a single member who is having right for utilization of the common plot can raise the grievance against any illegal action of the members of the managing committee of the society or may be of the General Board of the society for sale of such property and the reason being that he has the interest for utilization of the common plot together with the other members of the society. Therefore, under these circumstances, merely because the General Board had passed the resolution for sale of the common plot is not valid ground to deny the entertainment of the grievance by one member of the society who had common interest for common use of the common plot of the society. "

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So, here in this case on hand, the land is not a common plot for use of common purpose of all members of the society, but this was other land of the society, there fore in



case of other land of society, on one member can raised his grievance against the General Body or managing committee of the society. more over the plaintiffs have not been raised their grievances before General Body or managing committee of the society. as well as Registrar of the Co-Operative societies. So, this Judgment will not be helpful to the plaintiffs.

75. Here it is to be determined with regard to the legality and validity of the transfer deed executed by the said society. therefore, as discussed above in absence of any contrary material and that too, a suit by a single so-called member out of the total members (76 to 80 members as described by the plaintiff No.1) nothing can be determined in favour of the plaintiffs, therefore, I have no hesitation to hold the issue No.1 in the negative.
76. Now considering the Exhibit-164, it is sale deed by and between the said society and purchaser, looking to the recital of Exhibit-164, it appears to have been executed by Sat Keval Co-operative Housing Society Limited, with it's own PAN. Further looking to the recital the purchaser firm named Om Enterprise on it's partners have been narrated and thereafter, the partnership firm named Jay Bhim Developers and it's partners have signed the said sale deed at Exhibit-164 as a confirming party No.1. The official members of the said society who are 14 in numbers have also signed the sale deed at Exhibit-164 as confirming party No.2. Looking to the entire Exhibit-164, it is well



narrated in the sale deed that, how the said society has acquired the land and how the necessary permissions were obtained by the said society. It is further confirmed by the members of the said society that, they have surrendered the rights as the share holders in favour of the purchasers. Looking to the consideration part in the sale deed, it is well narrated that whatever be the agreed amount of consideration to the tune of Rs.6,75,00,000/- (Rupees Six Crore Seventy Five Lakhs) have been paid to the respective parties including the amount of TDS, which was to be deposited to the Income Tax Department, as provided under the Income Tax Act. Now, further considering the Exhibit-164, pages No.40 to 42 are copies of the respective revenue record, wherein the land appears to had been mutated in the name of the said society at the time of sale deed. Page No.43 of Exhibit-164, it is the registration certificate of the said society. Page No.44 is the copy of the PAN Card issued by the Income Tax Department in the name of the said society. Page Nos.49 to 52 of the Exhibit-164 is the copy of the development permission issued by the District Collector and page No.53 of Exhibit-164 is the copy of the resolution of the said society, by which the defendants No.2 and 3 were authorized to execute the above stated sale deed in favour of the purchasers. Looking to the entire Exhibit-164, it is very clear that, the said sale deed was presented and registered by the said society after following due process of law as provided under the Gujarat Co-operative Societies Act, 1961. In view of such facts on record, it



cannot be determined that the acts of transfer of the land of the said society are not legal and valid.

77. As per the **section-54 of the Transfer of Property Act, 1982**, provides with regard to the definition of the "sale" which means it is a transfer of ownership in exchange for a price paid or promise or part paid and part promised. It further provides that, it can be made only by the registered instrument, in case of immovable property. Considering the documents at Exhibit-164, it satisfy the requirement for the transfer of the said land.
78. Further considering the **section-55 of the Transfer of Property Act, 1982**, which provides with regard to the rights and liabilities of buyer and sellers. In the present case the plaintiffs are neither the buyer, nor the seller of the subject property. As discussed above, even the plaintiffs have failed to prove that, either they have paid any amount to acquire the share holding in the said society or they have paid any amount qua the purchase of the said land by the said society. In the absence of such legal requirement to hold the plaintiffs as entitled for any relief, nothing can be determined in favour of the plaintiffs. In view of the above, issues No.2 is require to be hold in the negative and in view of the detailed discussion as above, the issue No.3 is also require to be hold in negative.

ISSUE NO.4

79. The defendant No.1 who was the office bearer at the relevant point of time but he expired during the pendency



of the present suit. The legal heirs of any office bearer of the Co-operative Society can not acquire any right to be the office bearer in succession, but the office bearers have to be either elected or selected as provided under the Gujarat Co-operative Societies Act, 1961, in the present case.

80. As discussed above, once the general body of the co-operative society, either by way of majority or by way of unanimous resolution, resolves to authorize either of the office bearer or any one is selected by such general body meeting, such authorized persons are entitle to carry any work on behalf of the society as per the resolution authorizing such person. As per the resolution, in the present case, it is the case of the defendants that, the general body of the society has authorized the managing committee to further authorize the office bearer or any so as to carry out the work of execution of the sale deed at Exhibit-164.
81. As discussed above, it is very clear from the record that, Exhibit-164 is executed in form of out right sale or transfer of property in favour of the purchasers. There is nothing on record to suggest that, the defendants No.1 to 3 at any point of time has created any kind of third party rights on the said land. It is the admitted fact that, the plaintiffs have also come with the case to challenge the transfer of the said suit land in favour of the purchasers and it is not the case of the plaintiffs that the defendants No.1 to 3 have



ever created any third party rights upon suit land.

82. It is to be noted that, as per the case of the defendants, the defendants No.6, 6/1 to 6/2 had claimed some rights so as to develop the suit land by virtue of the development of agreement in their favour. However looking to Exhibit-164 such defendants are the confirming party No.1 in such sale deed at Exhibit-164. It is well narrated on internal page No.12 of Exhibit-164, that M/s. Jay Bhim Developers, the defendant No.6 and its partners who are the defendant No.6/1 and 6/2 had claimed the rights as the developer of the said society. However, such defendants have clearly admitted that, as they failed to complete or to carry any development work on the suit land, therefore, whatever be the rights such defendants No.6, 6/1 to 6/2 were holding, have been waived in favour of the purchaser that is defendant No.5. It is the matter of fact on record that, the defendants No.1 to 3 were either elected or selected as an office bearers of the said society. It is not the case of the plaintiffs that, the plaintiffs have ever challenged such selection or election of the defendants No.1 to 3 as the office bearers of the said society.

83. The plaintiffs have stated in para-5 of the plaint that, the defendants No.1 to 3 had not remained as the members of the society, therefore, they have no rights to function as an office bearers of the said society. However, as discussed above, the plaintiffs themselves have produced the suit notice at Exhibit-160 wherein the defendant No.1 and 2



have been addressed and narrated as the office bearers by the plaintiffs. As discussed above, the plaintiffs have set pleading contrary to their own documents, therefore, in view of the detailed discussion on the issue No.1 to 3 as above, this court has no hesitation to determine that, the defendants No.1 to 3 were entitle to either create any third party rights in respect of the suit property and to even transfer the suit land on behalf of the said society. As per the authority they required from their general body of the society, bearing in mind the provisions of the Gujarat Co-operative Societies Act, 1961, I held the issue No.4 in the affirmative.

ISSUE NO.5

84. Considering the Exhibit-79 which was preferred by the defendants No.2 and 3. Exhibit-79 is the application under Order VII Rule 10 of the Code of Civil Procedure. The defendants No.2 and 3 had raised an issue that, as the suit land is situated within the territorial jurisdiction of the Ahmedabad (Rural) Court, therefore, it was prayed to return the plaint, so as to present before the appropriate court. This court by it's order dated 30.10.2018 below Exhibit-79 had determined that, the suit land is in the Municipal Corporation area of the city of Ahmedabad, and in view of the section- 2 of the Ahmedabad City Civil Court Act, it is clear that, the Ahmedabad City Civil Court shall have the jurisdiction of the subject matters fallen within the revenue territory of Ahmedabad Municipal Corporation. It is to be noted that, even the defendants No.2 and 3 have not



carried such order below Exhibit-79 to the Hon'ble High Court and have accepted the said order. Further looking to the section - 16 to 20 of the Code of Civil Procedure read with section-9 of the code, it is very clear that, the suit property is situated within the territorial limit of this court and in absence of any contrary submission or to bring any contrary material by the plaintiffs on record, even the plaintiffs have not disputed the jurisdiction of this court, therefore, I held the issue No.5 in affirmative.

ISSUES NO.6 AND 7

85. In view of my above detailed discussion on the issue No.1 to 5, it is very clear that, the plaintiffs have not entitle to any relief as prayed for in the plaint. It is clearly emerged and record that, the said society has legally and validly transfer the suit land in favour of the defendant No.5 and it's partners as per the Exhibit-164, and the clear and vacant possession is also handed over to the purchasers by the said society, therefore, prayer para (B) seeking the permanent injunction does not remain to be determined.
86. Though there is no issue with regard to breach of undertaking by the defendants No.2 and 3 which reflects in the order below Exhibit-6, that the then learned Advocate Mr.V. G. Thakar on behalf of the original defendants of the original plaint has reported at bar that, the defendants do not want to transfer the disputed property to stranger in any manner. it was further made clear by such learned Advocate that, the defendants has started proceeding



against existing members who have not paid member fee and other contribution. According to the decision taken by the society, in view of such report of learned Advocate for the original defendants, the interim injunction application at Exhibit-6 was termed as infructuous.

87. The learned Advocate for the plaintiffs argued that, if such oral undertaking would have not been made on behalf of the defendants No.1 to 3 then there could have been the continuation of the interim relief for not to transfer the suit land, therefore, it is the clear breach of the oral undertaking given by the learned Advocate for the original defendants No.1 to 3.
88. Considering the Exhibit-175 which is deposition of the defendant No.2, he has stated on oath that, defendants No.2 and 3 were and are the members of the said society. He further stated that, the society was consisting of 29 members, as approved by the District Collector under the Urban Land Ceiling Act. He has stated that, the plaintiff No.1 is cousin brother of the ex-secretary named Pramukhbhai Gopichand. He has further stated that, the plaintiff No.3 is also the aunt of the ex-secretary and the plaintiff No.2 is the mother-in-law of ex-secretary and plaintiff No.4 is the sister-in-law of that ex-secretary and the ex-secretary has unauthorizedly issued the share certificates in the name of all the plaintiffs. However, the said society has never received any amount qua the share contribution or land contribution from any of the plaintiffs.



He further stated that the defendant No.3 had preferred Criminal Case No.2171/1985, against the ex-secretary for such creation of false share certificates, However, during the trial the charge was not proved beyond reasonable doubts, but the conduct of the ex-office bearer is require to be viewed accordingly. He further stated that, the elected body is in charge of the management of the said society and the land stood transferred after the resolution in the general body meeting.

89. Considering the Exhibit-175, the defendant No.2 has specifically stated that the defendants No.2 and 3 have preferred the reply Exhibit-25 and 37, respectively, against the contempt application. He specifically stated that, they had intimated their learned Advocate at the relevant time that there is nothing personal on the part of the defendants No.2 and 3, and therefore, when the defendants No.2 and 3 have been joined as a party to the suit in their personal capacity, therefore, whatever be the statement could made by their learned Advocate at the relevant point of time was without proper consultation and such statement is now misinterpreted by the plaintiffs.
90. During the cross examination on behalf of the plaintiffs at Exhibit-175, defendant No.2 has stated that, in the written statement Exhibit-17, he has signed in his official capacity as the secretary of the said society. However, nothing further is cross-examined with regard to the statement made by the Learned Advocate of the defendant No.2 and



3 at the relevant point of time.

91. In view of the above facts on record and bearing mind that, the proceedings with regard to the either contempt of the court or disobedience of the order of the court are quasi criminal in nature, therefore, it requires to prove beyond reasonable doubt. However, looking to the facts on hand, the plaintiffs are failed to bring such charge of breach of undertaking at home beyond reasonable doubt. It is to be noted that, the issues were suggested by the plaintiffs, however, the plaintiffs have also not suggested such issues with regard to the breach of undertaking by the defendants No.2 and 3.

The Learned Advocate of the plaintiffs has drawn my attention in para-10 of w/s Exhibit-17 and argued that, defendants have given undertaking in their written statement vide Exhibit-17, that they do not want to sale the land and will not sale the land in future. even though they sold out the land without authority. he relied upon the judgment of **S. Balasubramaniam Vs. P. Janakaraju and Another** reported in **1LR 2004 KAR 2442**. But this Judgment will not be helpful to the plaintiffs because, the facts of the Judgment and facts case on hand both are differ, as per facts before Hon' able Karnataka High that, eviction decree was passed and tenant submitted undertaking before court for vacating the premises within three years, and Learned Advocate for the landlord, agreed for grant of three years time. here in this case decree has not been passed in favour of the plaintiffs. what



ever statement made by the defendant in their written statement be made only their own manner. court has not directed to the defendants to file their undertaking with respect to the land.

92. Further it is require to be taken into consideration that, though the suit land belongs to the Sat Keval Co-operative Housing Society Limited and the plaintiffs have specifically pleaded in the plaint and they admitted the ownership of the land as belongs to the said society. However, the plaintiffs have not joined the said society as the party defendant for that very purpose I gone through the section-37 of the Gujarat Co-Operative Societies act,1961 as following manner.

Section-37:- Societies to be bodies corporate :-

"A society on its registration shall be a body corporate by the name under which it is registered, with perpetual succession and a common seal, and with power to acquire, hold and dispose of property, to enter into contracts, to institute and defend suits and other legal proceedings, and to do all such things as are necessary for the purpose for which it is constituted."

So, the owner of the land is the society and society must be a party in the suit therefore, such non-joinder of party is fatal to the case of the plaintiffs. without joining the society as a party plaintiffs can not get any relief as per the Judgment of Umeshchandra Saxsena Vs. Administration General UP reported in AIR 1999 All



page-109 Hon'ble Allahabad High Court held that the Mission and the society having legal entity and therefore relief can not be claimed for the property of mission or society. Further, it is also needs to be considered that, the statutory notice is required under section-167 of the said Act and as discussed above, the suit notice was not issued to the registrar concern. which is also fatal to the case of the plaintiffs. In view of the overall facts on record. I have no hesitation to hold the issue No.6 in negative. In view of the above discussion, I pass the following final order:

FINAL ORDER

1. The plaintiffs' suit is hereby dismissed with no order as to costs.
2. The defendants shall bear their own costs.
3. Decree to be drawn accordingly.

Pronounced in the open Court on this 23rd Day of August, 2019.


(Ambalal R. Patel)
Judge, Court No.10,
City Civil Court, Ahmedabad
UNIQUE ID CODE NO.GJ00404

Seen
v. D. V. V. V.
for

Seen
for 23/8/19
23/8/19

Seen
for 23/8/19
23/8/19

Seen
for 23/8/19
23/8/19

ORIGINAL DECREE

Filed on :	04.08.1998		
Registered on:	04.08.1998		
Decided on :	23.08.2019		
Duration :	Yrs	Mts	Dys
	21	00	18
Exhibit :	205		

IN THE CITY CIVIL COURT, AT AHMEDABAD

CIVIL SUIT NO.3991 OF 1998

Plaintiffs:

- 1 Amrishbhai Ratilal Dataniya
Ramesh Chauk, Sarkivad,
Shahpur, Ahmedabad-13.
- 2 Dhaniben Alias Dhanuben Sidibhai Dataniya
Jhupada, besides MLA Quarters,
Pataniwas, Chamanpura, Ahmedabad
Abated as per order below Exhibit-145
- 3 Valiben Chaturbhai Dataniya
Opp. R.C. High School,
Vaghariwas, Canadi Poi,
Gundichauk, Ahmedabad.
Abated as per order below Exhibit-145
- 4 Sunandaben Chandrakant Dataniya
Shahpur, Behind Nagorivad Mosque,
Near Mataji Temple, Ahmedabad-1.

VERSUS

Defendants:

- Heirs of deceased Mansukhbhai Bhogilal Dataniya
Bhagavatiben Widow of Mansukhbhai Dataniya



- 1/2 Rakeshbhai Mansukhbhai Dataniya
1/3 Sunilbhai Mansukhbhai Dataniya
1/4 Jayeshbhai Mansukhbhai Dataniya

Defendant Nos. 1/1 to 1/4 Reside at
2, Near Damodarbhai Laxminarayan,
Old Vadaj, Ahmedabad.

- 2 Mahendrabhai Chaturbhai Dataniya
G-24-279, Shivam Apartment,
New Vadaj, Ahmedabad-13.
3 Chhanabhai Sampatbhai Dataniya
Behind Nagorivad Mosque,
Opp. Nagorivad Police Station,
Vaghariwas, Shahpur. Ahmedabad-1.

- 4 Shri S. Satvara
Editor, Grade-I,
Sahakarj Mandali (City) (Housing),
B-Wing, 4th Floor, Krushi Bhavan,
Paldi, Ahmedabad

- 5 Partners of Om Enterprise

- 5/1 Patel Dipak Jagadishchandra
5/2 Patel Shalini Dipak
5/3 Patel Saral Dipak

Defendants Nos. 5/1 to 5/3 Reside at
Monsoon Bungalows,
4, Patel Society,
Opp. K. P. Bhuvan,
Off C. G. Road, Ahmedabad

- 5/4 Patel Chetan Jagadishchandra
B/8, Ravjee Park,
Near Dev City,
R. C. Technical Road,
Ghatlodiya, Ahmedabad.

Patel Manishbhai Rameshchandra
15, Kalakunj Society,
Near Nilkhanth Mahadev,
Ranna Park, Ghatlodiya,



Ahmedabad.

- 5/6 Patel Mukeshkumar Chandulal
459, Parabadi Was,
New Vadaj, Ahmedabad.
- 5/7 Patel Bipinchandra Chandulal
Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/8 Patel Dipal Bipinchandra
6, Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/9 Patel Prakashbhai Amrutbhai
B/2/60, Swee Park Society,
Near Gopal Baug Society,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/10 Patel Pareshbhai Kanariyalal
1/B, Jivanjyot Society,
Ankur Road, Naranpura,
Ahmedabad.
- 5/11 Patel Shail Ajitbhai
60, Mandakini Society,
K.K.Nagar Road,
Ghatlodiya, Ahmedabad.
- 5/12 Patel Sachin Shankarbhai
23, Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.
- 5/13 Patel Jignesh Kanubhai
19, Kalakunj Society,
Near Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.



5/14 Patel Vijaybhai Atmarambhai
A/26, Ishvarkrupa Society,
Sola Road, Ahmedabad.

5/15 Patel Tusharbhai Shakarabhai
4, Aashapuri Society,
Jodhpur Gam, Satellite.
Ahmedabad.

6 Administrative Partners of Jay Bhim Developers

6/1 Chandrakant Kalidas Prajapati
B/12, Pruthvi Apartment,
Near Priya Cinema,
Saijpur - Bogha, Naroda,
Ahmedabad.

6/2 Ajay Baldevbhai Patel
E/14/163, Vishram Park,
Opp. Bhavsar Hostel,
New Vada, Ahmedabad.

7 Members of Sat Keval Co-operative Housing Society Limited

7/1 Gitaben Punjalal Dantani
1327, Out side Kidpada Pol,
Shahpur, Ahmedabad.

7/2 Pushpaben Naineshbhai Dataniya
100/1/1250, Uday Apartment,
Behind Telephone Exchange,
Naranpura, Ahmedabad.

7/3 Ashwinbhai Mahendrabhai Satejiya
G/24/279, Shivam Apartment,
Near Vyassvadi, New Vada,
Ahmedabad.

7/4 Sunilbhai Punjalal Dantani
1327, Out side Kidpada Pol,
Shahpur, Ahmedabad.

7/5 Manishbhai Chhanalal Dataniya
1424/1, Nagori Vad, Near Vyassvadi,
New Vada, Ahmedabad.

Pratima Pareshbhai Acharya
G/24/279, Shivam Apartment,



Near Vyassvadi, New Vadaj,
Ahmedabad.

7/7 Rinkuben Chhanabhai Dataniya
2161, Bukhara Pol, Bhoivado,
Shahpur, Ahmedabad.

7/8 Chhanalal Santapbhai Dataniya
1424/1, Nagorivad,
Shahpur, Ahmedabad.

7/9 Mahendrabhai Chaturbhai Dataniya
G/24/279, Shivam Apartment,
Near Vyassvadi, New Vadaj,
Ahmedabad.

7/10 Shashikant Maganbhai Parmar
7, Sachchidanand Society,
Near Pumping Station,
Meghaninagar, Ahmedabad.

7/11 Nageshkumar Pagnyakumar Vakode
G/504, Kautilya Flat,
Opp. Jaltarang Society,
D-Cabin, Sabarmati,
Ahmedabad.

7/12 Shashikant Kanaiyalal Patel
D/12, Vishva Vijay Flat,
New Vadaj, Ahmedabad.

7/13 Sitaben Shashikant Parmar
7, Sachchidanand Society,
Near Pumping Station,
Megheninagar, Ahmedabad.

7/14 Baldevbhai Tulsidas Parmar,
52, Jamanapur Gam,
Taluka - Mahesana,
District - Mahesana.

Appearance:

P. Lawrence, learned Advocate for the plaintiffs.

D. Gajjar, learned Advocate for the defendants.



CORAM: - H.H. Judge Shri A.R. Patel,

Court No.10, Suit Value Rs.6.75,00,000/-.

1. The plaintiffs have initially filed the present suit against the 4 (Four) defendants for declaration to the effect that the defendants have no right, title and interest in the suit property. Pending the suit Plaintiffs have amended the plaint and added other defendant no. 5 to 7 as mentioned in the amended plaint.
2. The brief facts of the plaint of the plaintiffs are that, a registered sale deed dated 03.06.1980 came to be executed by the Sabarmati Harijan Ashram Trust in favour of the Sat Keval Co-operative Housing Society Limited with respect to the land bearing final plot No.161 of T.P.Scheme No.3, ad-measuring 3773 sq. meters. of Moja Ranip of City and District of Ahmedabad. It has been further stated that the said society is registered vide registration No.7112 (GH) and it was registered for the Dataniya community. It is further stated that there were 76 to 80 members in the said society and there was no election of the General Body of the said society, since last 10 years. It has been further stated that the defendants No.1 to 3 have not remained as a members and by virtue of the resolution dated 14.03.1982 they had resigned and their family members were incorporated as a members. However, defendants No.1 and 2 have continued as a Chairman and Secretary of the said society and they were trying to transfer the land



belongs to the society. Therefore the plaintiff No.1 constrained to issue notice to them on dated 22.02.1998.

3. It has been further stated that the defendants No. 1 to 3 have no right to create any kind of encumbrances on the suit land. During the pendency of the suit, a sale deed dated 27.10.2016 came to be executed in favour of the defendants No.5, 5/1 to 5/15 in collusion with the defendant No.6, 6/1, 6/2, 7, 7/1 to 7/14. It has been further stated that, such sale deed is without consideration and whatever be the power of attorney annexed with such sale deed also false and fabricated. the plaintiffs have ultimately prayed to cancel the sale deed dated 27.10.2016 and the power of attorney dated 29.10.2016 with the further prayer of the permanent injunction for not to transfer or assign the suit land.

This civil suit came before H.H.Judge Shri A.R.Patel, Court No.10, for final hearing. On Dated 23rd August, 2019, in presence of Learned Advocate Shri A.P.Lawrence for the Plaintiffs and Learned Advocate Shri V.D.Gajjar for the Defendants. H.H. Judge passed order and Decreed that



FINAL ORDER

1. The plaintiffs' suit is hereby dismissed with no order as to costs.
2. The defendants shall bear their own costs.

BILL OF COST

SR. NO.	PARTICULARS	PLAINTIFF SIDE	DEFENDANT SIDE
1	Institution Fee	75000.00	00.00
2	Vakalatnama	02.00	02.00
3	Process Fee	05.00	00.00
4	Stamp on Exh	00.70	00.00
5	Advocate Fee	339475.00	339475.00
	TOTAL	414482.70	339477.00

Drawn by :-

J.M. Asodiya
(J.M. Asodiya)
Assistant.

Checked by :-

G.R. Modi
(G.R. Modi)
Bench Clerk
Misc. Dept.

Given under my hand & Sign of this
Court today 23rd Day of August -2019.



Registrar
City Civil Court
Ahmedabad.

This 27th day of August -2019.



IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
DIST: AHMEDABAD

FIRST APPEAL NO. 422 OF 2019

IN THE MATTER BETWEEN:

Amrishbhai Ratilal Dataniya
Aged: 64 Years, Gender: Male
Residing at Sarkivad,
Shahpur, Ahmedabad ... Appellant
(Org. Plaintiff no.1)

VERSUS

1. Mansukhbhai Bhogilal Dataniya
Since deceased
Through his legal heirs
- 1.1 Bhagavatiben Wd/o Mansukhbhai
Dataniya
Aged: Adult, Gender: Female
- 1.2 Rakeshbhai Mansukhbhai Dataniya
Aged: Adult, Gender: Male
- 1.3 Sunilbhai Mansukhbhai Dataniya
Aged: Adult, Gender: Male
- 1.4 Jayeshbhai Mansukhbhai Dataniya
Aged: Adult, Gender: Male
Nos. 1.1 to 1.4
Residing at 2, Nr. Damodarbai
Laxminarayan, Old Vadaj,

Ahmedabad.

2. Mahendrabhai Chaturbhai Dataniya
Aged: Adult, Gender: Male
Residing at G-24-279,
Shivam Apartment,
New Vadaj, Ahmedabad.
3. Chhanabhai Samptabhai Dataniya
Aged: Adult, Gender: Male
Residing at B/h. Nagorivad Mosque
Opp. Nagorivad Police chawki,
Vagarivas, Shahpur,
Ahmedabad.
4. Shri S. Satvara
Editor, Grade-I,
Sahakari Mandali (City) Housing,
Aged: Adult, Gender: Male
Having address at
B-Wing, 4th Floor,
Krushi Bhavan,
Paldi, Ahmedabad.
5. Partners of Om Enterprise
- 5.1 Patel Dipak Jagadishchandra
Aged: Adult, Gender: Male
- 5.2 Patel Shalin Dipak
Aged: Adult, Gender: Male
- 5.3 Patel Saral Dipak
Aged: Adult, Gender: Male

C

Respondent nos.5.1 to 5.3
Residing at Monsoon Bungalows,
4, Patel Society,
Opp. K P Bhuvan,
C.G. Road, Ahmedabad.

5.4 Patel Chetan Jagadishchandra
Aged: Adult, Gender: Male
Residing at B/8, Rajeev Park,
Ne. Devcity, R.C. Technical Road,
Ghatlodiya, Ahmedabad.

5.5 Patel Manishbhai Rameshchandra
Aged: Adult, Gender: Male
Residing at 15, Kalakunj Society,
Nr. Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.6 Patel Mukeshkumar Chandulal
Aged: Adult, Gender: Male
Residing at 459, Parabdi vas,
New Vadaj, Ahmedabad.

5.7 Patel Bipinchandra Chandulal
Aged: Adult, Gender: Male
Residing at Kalakunj Society,
Nr. Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.8 Patel Dipal Bipinchandra

Aged: Adult, Gender: Male
Residing at 6, Kalakunj Society,
Nr. Nilkanth Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.9 Patel Prakashbhai Amrutbhai

Aged: Adult, Gender: Male
Residing at B/2/60,
Swee Park Society,
Nr. Gopal Baugh Society,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.10 Patel Pareshbhai Kanaiyalal

Aged: Adult, Gender: Male
Residing at 1/B, Jivanjyot Society,
Ankur Road, Naranpura,
Ahmedabad.

5.11 Patel Sahil Ajitbhai

Aged: Adult, Gender: Male
Residing at 60, Mandakini Society,
K.K. Nagar Road,
Ghatlodiya, Ahmedabad.

5.12 Patel Sachin Shankarbhai

Aged: Adult, Gender: Male
Residing at 23, Kalakunj Society,
Nr. Nilkhan Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.13 Patel Jignesh Kanubhai

Aged: Adult, Gender: Male

Residing at 19, Kalakunj Society,
Nr. Nilkhan Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.14 Patel Vijaybhai Atmarambhai

Aged: Adult, Gender: Male

A/26, Ishvarkrupa Society,
Sola Road, Ahmedabad.

5.15 Patel Tusharbhai Shakarabhai

Aged: Adult, Gender: Male

Residing at 4, Ashapuri Society,
Jodhpur Gam, Satellite,
Ahmedabad.

6. Administrative Partners of
Jay Bhim Developers

6.1 Chandrakant Kalidas Prajapati

Aged: Adult, Gender: Male

Residing at B/12, Pruthvi Apartment,
Nr. Priya Cinema,
Saijpur-Bogha,
Naroda, Ahmedabad.

6.2 Ajay Baldevbhai Patel

Aged: Adult, Gender: Male

Residing at E/14,163, Vishram
Park, Opp. Bhavsar Hostel,
New Vadaj, Ahmedabad.

7. Members of Sat Keval Cooperative Housing Society Limited
- 7.1 Gitaben Punjalal Dantani
Aged: Adult, Gender: Female
Residing at 1237, outside
Kidipada Pole, Shahpur,
Ahmedabad.
- 7.2 Pushpaben Naineshbhai Dataniya
Aged: Adult, Gender: Female
Residing at 100/1/1250,
Uday Apartment,
B/h Telephone Exchange,
Naranapura, Ahmedabad.
- 7.3 Ashwinbhai Mahendrabhai Satejiya
Aged: Adult, Gender: Male
Residing at G/24/279,
Shivam Apartment,
Nr. Vyasvadi, New Vadaj,
Ahmedabad.
- 7.4 Sunilbhai Punjalal Dantani
Aged: Adult, Gender: Male
Residing at 1327, outside
Kidipada Pole, Shahpur,
Ahmedabad.
- 7.5 Manishbhai Chhanalal Dataniya
Aged: Adult, Gender: Male
Residing at 1424/1, Nagori Vad,
Shahpur, Ahmedabad.

- 7.6 Pratima Pareshbhai Acharya
Aged: Adult, Gender: Female
Residing at G/24/279,
Shivam Apartment,
Nr. Vyasvadi, New Vadaj,
Ahmedabad.
- 7.7 Rinkuben Chhanabhai Dataniya
Aged: Adult, Gender: Female
Residing at 2161, Bukhara Pol,
Bhoivado, Shahpur,
Ahmedabad.
- 7.8 Chhanalal Santapbhai Dataniya
Aged: Adult, Gender: Male
Residing at 1424/1, Nagori Vad,
Shahpur, Ahmedabad.
- 7.9 Mahendrabhai Chaturbhai Dataniya
Aged: Adult, Gender: Male
Residing at G/24/279,
Shivam Apartment,
Nr. Vyasvadi, New Vadaj,
Ahmedabad
- 7.10 Shashikant Maganbhai Parmar
Aged: Adult, Gender: Male
Residing at 7, Sachchidanand
Society, Nr. Pumping Station,
Meghaninagar, Ahmedabad.

7.11 Nageshkumar Pagnykumar Vakode

Aged: Adult, Gender: Male

Residing at G/504, Kautilya

Flat, Opp, Jaltarang Society,

D-Cabin, Sabarmati,

Ahmedabad.

7.12 Shashikant Kanaiyalal Patel

Aged: Adult, Gender: Male

Residing at D/12, Vishva Vijay Flat,

New Vadaj, Ahmedabad.

7.13 Sitaben Shashikant Parmar

Aged: Adult, Gender: Female

Residing at 7, Sachchidanand

Society, Nr. Pumping Station,

Meghaninagar, Ahmedabad.

7.14 Baldevbhai Tulsidas Parmar

Aged: Adult, Gender: Male

Residing at 52, Jamanapur Gam,

Tal: Mahesana, Dist. Mahesana.

8. Sunandaben Chandrakant Dataniya

Aged: Adult, Gender: Female

Residing at Shahpur,

B/h Nagorivad Mosque,

Nr. Mataji Temple,

Ahmedabad.

.... Opponents

(Opp. No.1 to 7 Original Defendants)

(Opp.No.8 Original Plaintiff no.4)

**APPEAL UNDER SECTION 96 OF THE
CIVIL PROCEDURE CODE, 1908**

**CLAIM FOR VALUED AT RS. 6,75,00,000
LACS**

Claim of Court fees Rs 75,000/-

To,

The Hon'ble the Chief Justice
& other Hon'ble Judges of the
High Court of Gujarat At
Ahmedabad.

The appellant above named:

MOST RESPECTFULLY SHEWETH THAT:

- (1) The present appeal is directed against the impugned judgment and decree dated 23.08.2019 passed by learned City Civil Court, Ahmedabad in Civil Suit No.3991 of 1998 filed by the present appellant - original plaintiff, whereby learned City Civil Court, Ahmedabad has dismissed the suit filed by the plaintiffs. That, the aforesaid suit came to be filed against the four defendants for declaration to the effect

that defendants have no right, title and interest in the suit property. Moreover, since pending the suit, property came to be transferred by way of registered sale deed in favour of original defendant no.5, suit came to be amended and thereby prayers for cancellation of said registered sale deed came to be sought for.

- (2) Being aggrieved by the judgment, order and decree dated 23.08.2019 passed by learned City Civil Court, Ahmedabad in Civil Suit No. 3911 of 1998. Annexed hereto and marked as **ANNEXURE-I (Colly)** are the Copies of the judgment, order and decree dated 23.08.2019 as well as Copy of amended Plaint.
- (3) The appellant prefer the present First Appeal under Section 96 Code of Civil Procedure, 1908 on the following amongst the other grounds.

:GROUNDS:

- (A) That the impugned judgment and order is contrary to facts and evidence on record.
- (B) That the findings given by the learned Court are perverse and contrary to the record.
- (C) That the contention of the present appellant has not been dealt with while passing the impugned order.
- (D) That, the suit came to be dismissed in absolutely illegal and unjust manner whereby the findings are recorded with respect to the aspect, for which, no issues are framed, more particularly, (1) locus of the Org.defendant no. 2 & 3 to transfer the suit property (2) issue regarding breach of injunction as well as pendency of application under Order 39 Rule 2 A and (3) non joinder and mis joinder of necessary parties.

- (E) That the learned Trial Court has grossly erred in not appreciating the vital aspect that the most important document i.e. alleged resolution of the general body meeting referred in resolution dated: 08.10.2016 passed by the Managing Committee, allegedly empowering the Managing Committee to confer powers to Chairman and Secretary for execution of the sale deed is not produced on record and though such being the fact, relying upon the said alleged resolution, the learned Court has arrived at a findings that by virtue of the said document / resolution Org. defendant nos. 2 & 3 were empowered to execute sale deed in favour of third parties.
- (F) That, the judgment and decree is vitiated on the ground that neither oral evidence of the plaintiff nor cross examination of the defendant are considered or dealt with by the trial Court while arriving at a conclusion

against the present appellant - original plaintiff No.1 and on the other hand only the contention raised by the contesting defendants are taken into consideration.

(G) That, the learned Trial Court has exceeded its jurisdiction by wrongly relying on the RTS proceedings and that too interim order passed by the Hon'ble High Court of Gujarat.

(H) That, the learned trial Court has totally lost sight in maintaining the track of argument tendered by the parties, due to which, contradictory findings are recorded. That on one hand trial Court records that there exists 75 to 80 members, of which, only present appellant - original plaintiffs being members of the society are aggrieved meaning thereby, the trial Court admits that there are total 75 to 80 members who otherwise ought to have been aggrieved by the

action on the part of the contesting the defendant and on the other hand the trial Court has arrived at a conclusion that all the old members have resigned and there are only 14 new members. If on one hand resignation of the members is considered then on the other hand findings that out of 75 to 80 members only present appellant has raised the grievance is self contradictory.

- (I) That the learned Trial Court has materially erred in not considering the document at Exh. 16 i.e. order passed by the learned Registrar in inquiry initiated against contesting Org. defendant no. 2 & 3, though the said order is in force and not stayed by the competent authority / appellate authority till date. If such document at Exh. 166 would have been considered probably result of the suit ought to have been different.

- (J) That the learned trial Court has also not considered the vital aspect that criminal complaint is lodged against the Org. defendant no. 2 & 3 against which, Hon'ble High Court has also not thought it fit to grant stay. Hence, despite there being ample evidence against the contesting defendants No.2 & 3 in surprising manner all of them are ignored.
- (K) That even on the aspect of conduct of the defendants the suit was required to be allowed, since at the time of disposing of the Exh.6 - notice of motion, in spite of having tendered an undertaking to the effect that they shall not change the nature and character of the suit property, not only development agreement came to be entered into with the third party but also further sale deed came to be executed. That at least the trial Court ought to have considered aspect that any sale deed / transfer executed

pending injunction is non-est and on this ground alone suit ought to have been allowed and sale deed executed in defiance of the undertaking/injunction being in operation, ought to have declared ab-initio null and void.

- (L) That the learned trial Court has committed a grave error in holding the civil suit as barred by Section 167 of the Gujarat Cooperative Societies Act since definition of Section 167 itself provides that civil suit can never be held barred by non issuance of the notice under Section 167 of the Gujarat Cooperative Societies Act. Moreover, it is an admitted position that suit is not filed against the office bearers of the society relating to the affairs of the society but suit is filed against a person who purportedly claims to be Chairman and Secretary and who has illegally transferred the land belonging to the society and its

members without there being any authority of law. That even the learned Trial Court has erred in not framing the issue with respect to the maintainability of the suit and without there being any issue to such nature, has arrived at a findings and conclusion that the suit was barred under Section 167 of the Gujarat Co-operative Societies Act.

- (M) That the learned Trial Court upon having held that the Court had jurisdiction, the said finding would also include all aspects including Section 167 of the Gujarat Co-Operative Societies Act, which has been answered in affirmative. That the trial Court has misread the Section 167 of the Gujarat Cooperative Societies Act and has failed to appreciate three pre conditions and has further erred in not considering the aspect that only under the circumstances where three pre

conditions are satisfied, the suit can be held to be without jurisdiction. However, under any circumstances for holding such issue in affirmative, issue in this regard are required to be framed and thereafter appropriate evidence on that issue is required to be led, which are absent in the present case.

- (N) It ought to have been appreciated that it is well settled by now that "no issue, no findings".
- (O) That the learned Trial Court has erred in not considering the importance documents placed on record by the appellant - original plaintiff, which clearly reflected that the defendant no. 2 & 3 had resigned as a member and had transferred their membership / share in favour of their wife viz. Prabhavati Mahedrakumar & Anjanaben Chanalal. The said document was obtained from the

record of the Metropolitan Magistrate Court from the parallel proceedings and same was produced on record by present appellant of which certified copy was availed and was placed on record before the trial Court in the present suit. That the only reason not to consider the said document was the finding, that record from which said document was availed, the said document was not exhibited and therefore, document which was not exhibited cannot be relied upon. The said aspect is clearly contrary to the ratio laid down by the Hon'ble Supreme Court in the case reported in 2018 (5) SCC 656 as well as AIR (2019) SC 994. Moreover, though the said document was stamped and sealed by the office bearers of the society, the learned trial Court had misread the same and arrived at a finding that same were without signed or seal of the office bearers of the

society. The said aspect is expressly contradictory to the record.

- (4) The appellants crave leave to add, alter, amend or rescind any ground or grounds at the time of hearing of this appeal, in the interest of justice.
- (5) The present appeal is filed within prescribed period of limitation.

AND FOR THIS ACT OF JUSTICE AND KINDNESS, THE APPELLANTS SHALL AS IN DUTY BOUND FOR EVER PRAY.

PLACE: AHMEDABAD


VIMAL A. PUROHIT
MRUGESH A. BAROT

DATE: 12/09/2019 Advocates for the Applicant

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
DIST: AHMEDABAD

CIVIL APPLICATION NO. 1 OF 2019
IN
FIRST APPEAL No. 4522 OF 2019

IN THE MATTER BETWEEN

Amrishbhai Ratilal Dataniya

Aged: 64 Years, Gender: Male

Residing at Sarkivad,

Shahpur, Ahmedabad ... Applicant

(Org. Plaintiff no.1)

VERSUS

1. Manshukhbhai Bhogilal Dataniya

Since deceased

Through his legal heirs

1.1 Bhagavatiben Wd/o Mansukhbhai
Dataniya

Aged: Adult, Gender: Female

1.2 Rakeshbhai Mansukhbhai Dataniya

Aged: Adult, Gender: Male



2nd/5th/2019



- 2 -

1.3 Sunilbhai Mansukhbhai Dataniya

Aged: Adult, Gender: Male

1.4 Jayeshbhai Mansukhbhai Dataniya

Aged: Adult, Gender: Male

Nos. 1.1 to 1.4

Residing at 2, Nr. Damodarbai

Laxminarayan, Old Vadaj,

Ahmedabad.

2. Mahendrabhai Chaturbhai Dataniya

Aged: Adult, Gender: Male

Residing at G-24-279,

Shivam Apartment,

New Vadaj, Ahmedabad.

3. Chhanabhai Samptabhai Dataniya

Aged: Adult, Gender: Male

Residing at B/h. Nagorivad Mosque

Opp. Nagorivad Police chawki,

Vagarivas, Shahpur,

2nd Nov 2020



- 3 -

Ahmedabad.

4. Shri S. Satvara

Editor, Grade-I,

Sahakari Mandali (City) Housing,

Aged: Adult, Gender: Male

Having address at

B-Wing, 4th Floor,

Krusha Bhavan,

Paldi, Ahmedabad.

5. Partners of Om Enterprise

5.1 Patel Dipak Jagadishchandra

Aged: Adult, Gender: Male

5.2 Patel Shalin Dipak

Aged: Adult, Gender: Male

5.3 Patel Saral Dipak

Aged: Adult, Gender: Male

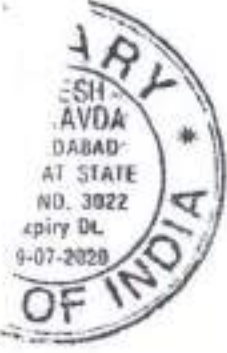
Respondent nos. 5.1 to 5.3

Residing at Monsoon Bungalows,

4, Patel Society,

2nd Part 5.1 to 5.3

✓



- 4 -

opp. K P Bhuvan,
C.G. Road, Ahmedabad.

5.4 Patel Chetan Jagadishchandra

Aged: Adult, Gender: Male

Residing at B/8, Rajeev Park,

Ne. Devcity, R.C. Technical Road,

Ghatlodiya, Ahmedabad.

5.5 Patel Manishbhai Rameshchandra

Aged: Adult, Gender: Male

Residing at 15, Kalakunj Society,

Nr. Nilkhan Mahadev,

Ranna Park, Ghatlodiya,

Ahmedabad.

5.6 Patel Mukeshkumar Chandulal

Aged: Adult, Gender: Male

Residing at 459, Parabdi vas,

New Vadaj, Ahmedabad.

5.7 Patel Bipinchandra Chandulal

2nd/11/15 2nd/11/15

✓



- 5 -

Aged: Adult, Gender: Male
Residing at Kalakunj Society,
Nr. Nilkhan Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.8 Patel Dipal Bipinchandra

Aged: Adult, Gender: Male
Residing at 6, Kalakunj Society,
Nr. Nilkhan Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.9 Patel Prakashbhai Amrutbhai

Aged: Adult, Gender: Male
Residing at B/2/60,
Swee Park Society,
Nr. Gopal Baugh Society,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.10 Patel Pareshbhai Kanaiyalal

X

Amrutbhai Amrutbhai



- 6 -

Aged: Adult, Gender: Male

Residing at 1/B, Jivanjyot Society,
Ankur Road, Naranpura,
Ahmedabad.

5.11 Patel Sahil Ajitbhai

Aged: Adult, Gender: Male

Residing at 60, Mandakini Society,
K.K. Nagar Road,
Ghatlodiya, Ahmedabad.

5.12 Patel Sachin Shankarbhai

Aged: Adult, Gender: Male

Residing at 23, Kalakunj Society,
Nr. Nilkhan Mahadev,
Ranna Park, Ghatlodiya,
Ahmedabad.

5.13 Patel Jignesh Kanubhai

Aged: Adult, Gender: Male

Residing at 19, Kalakunj Society,
Nr. Nilkhan Mahadev,

2nd Jan 5 + 10 sub



- 7 -

Ranna Park, Ghatlodiya,
Ahmedabad.



5.14 Patel Vijaybhai Atmarambhai

Aged: Adult, Gender: Male

A/26, Ishvarkrupa Society,

Sola Road, Ahmedabad.

5.15 Patel Tusharbhai Shakarabhai

Aged: Adult, Gender: Male

Residing at 4, Ashapuri Society,

Jodhpur Gam, Satellite,

Ahmedabad.

6. Administrative Partners of

Jay Bhim Developers

6.1 Chandrakant Kalidas Prajapati

Aged: Adult, Gender: Male

Residing at B/12, Pruthvi Apartment,

Nr. Priya Cinema,

Saijpur-Bogha,

Naroda, Ahmedabad.

2nd Dec 2020

X



6.2 Ajay Baldevbhai Patel

Aged: Adult, Gender: Male

Residing at E/14,163, Vishram
Park, Opp. Bhavsar Hostel,
New Vadaj, Ahmedabad.

7. Members of Sat Keval Cooperative
Housing Society Limited

7.1 Gitaben Punjalal Dantani

Aged: Adult, Gender: Female

Residing at 1237, outside
Kidipada Pole, Shahpur,
Ahmedabad.

7.2 Pushpaben Naineshbhai Dataniya

Aged: Adult, Gender: Female

Residing at 100/1/1250,
Uday Apartment,
B/h Telephone Exchange,
Naranapura, Ahmedabad.

7.3 Ashwinbhai Mahendrabhai Satejiya

Aged: Adult, Gender: Male

2nd Master also also



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Residing at G/24/279,
Shivam Apartment,
Nr. Vyasvadi, New Vadaj,
Ahmedabad.

7.4 Sunilbhai Punjalal Dantani

Aged: Adult, Gender: Male
Residing at 1327, outside
Kidipada Pole, Shahpur,
Ahmedabad.

7.5 Manishbhai Chhanalal Dataniya

Aged: Adult, Gender: Male
Residing at 1424/1, Nagori Vad,
Shahpur, Ahmedabad.

7.6 Pratima Pareshbhai Acharya

Aged: Adult, Gender: Female
Residing at G/24/279,
Shivam Apartment,
Nr. Vyasvadi, New Vadaj,
Ahmedabad.

2nd Jan 2020



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7.7 Rinkuben Chhanabhai Dataniya

Aged: Adult, Gender: Female

Residing at 2161, Bukhara Pol,

Bhoivado, Shahpur,

Ahmedabad.

7.8 Chhanalal Santapbhai Dataniya

Aged: Adult, Gender: Male

Residing at 1424/1, Nagori Vad,

Shahpur, Ahmedabad.

7.9 Mahendrabhai Chaturbhai Dataniya

Aged: Adult, Gender: Male

Residing at G/24/279,

Shivam Apartment,

Nr. Vyasvadi, New Vadaj,

Ahmedabad

7.10 Shashikant Maganbhai Parmar

Aged: Adult, Gender: Male

Residing at 7, Sachchidanand

Society, Nr. Pumping Station,

Meghaninagar, Ahmedabad.

2nd time 12-12-2020

✓



7.11 Nageshkumar Pagnykumar Vakode

Aged: Adult, Gender: Male

Residing at G/504, Kautilya
Flat, Opp, Jaltarang Society,
D-Cabin, Sabarmati,
Ahmedabad.

7.12 Shashikant Kanaiyalal Patel

Aged: Adult, Gender: Male

Residing at D/12, Vishva Vijay Flat,
New Vadaj, Ahmedabad.

7.13 Sitaben Shashikant Parmar

Aged: Adult, Gender: Female

Residing at 7, Sachchidanand
Society, Nr. Pumping Station,
Meghaninagar, Ahmedabad.

7.14 Baldevbhai Tulsidas Parmar

Aged: Adult, Gender: Male

Residing at 52, Jamanapur Gam,
Tal: Mahesana, Dist. Mahesana.

8. Sunandaben Chandrakant Dataniya

Aged: Adult, Gender: Female

Residing at Shahpur,
B/h Nagorivad Mosque,
Nr. Mataji Temple,
Ahmedabad.

.... Opponents

2nd time 5th Dec 2015



- 12 -

(Opp. No.1 to 7 Original Defendants)

(Opp.No.8 Original Plaintiff no.4)

CIVIL APPLICATION FOR STAY

To,

The Hon'ble The Chief
Justice and His Companion
Judges of the Hon'ble High
Court of Gujarat at
Ahmedabad.

The applicants above named:

MOST RESPECTFULLY SHEWETH THAT:

- (1) The applicant has preferred the accompanying First Appeal challenging order dated 23.08.2019 passed by learned City Civil Court, Ahmedabad in Civil Suit No.3991 of 1998 whereby learned City Civil Court, Ahmedabad has dismissed the suit filed by the plaintiff.
- (2) It is respectfully stated and submitted that the present applicant has a strong prima facie case and is likely

2nd/5/2020

x



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to succeed in the accompanying appeal. It is further submitted that the balance of convenience is also in favour of the present applicants. It is submitted that irreparable harm and injury would be caused to the present applicants if the stay/injunction as prayed for in the present application is not granted.

(3) It is respectfully stated and submitted that the present applicant adopt all the grounds raised by him in the accompanying appeal memo. It is submitted that the same may be treated as part and parcel of the present application.

(4) The applicant craves leave of this Hon'ble Court to add, amend, alter, vary, rescind or modify any of the grounds/averments made above, in the interest of justice.

Amended & altered



(5) The applicant states and submits that applicant has no other equally efficacious, alternative and speedy remedy, save and except by way of this application/petition and the reliefs granted by this Hon'ble Court will be complete in its nature.

(6) The applicant states and submits that applicant has not filed any other petition in any other Court of law including this Hon'ble Court and Hon'ble the Supreme Court of India, with respect to the subject matter of this application/petition.

(7) The applicants, therefore, most humbly and respectfully prays that:-

(A) YOUR LORDSHIPS may be pleased to allow this Civil Application;

(B) YOUR LORDSHIPS may be pleased to stay the Operation,

2nd/10/05 + 10-11-05



implementation, execution of the order dated 23.08.2019 passed by learned City Civil Court, Ahmedabad in Civil Suit No.3991 of 1998;

- (C) Such other and further relief/s as may be deemed just in the facts and circumstances of the present case may kindly be granted;

AND FOR THIS ACT OF JUSTICE AND KINDNESS, THE APPLICANT SHALL AS IN DUTY BOUND FOR EVER PRAY.

Vimal A Purohit

PLACE: AHMEDABAD

VIMAL A PUROHIT

MRUGESH A. BAROT

DATE: 19/09/2019 Advocates for the Applicants

AFFIDAVIT

2nd/15/19/2019
I, Datamnyy Anishkhai Patel, Hindu, Adult, Indian inhabitant, residing At - Ahmedabad do hereby solemnly affirm and state that what has been stated hereinabove from Paragraph Nos. 1



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to 6 is understood by me in local vernacular language and the same is true and correct to the best of my knowledge and belief and I believe the same to be true and correct. The contents of Paragraph No. 7 contains prayer clause.

What is stated hereinabove is true and correct to the best of my knowledge and belief.

Solemnly affirmed at Ahmedabad on this the

Sr.No. 4440 72019 12 day of September, 2019.

SURESH K. CHAVDA
NOTARY
GOVT. OF INDIA

12 SEP 2019

Identified by me

(Rahul N Desai)
Explains in Gujarati
by me Advocate

22/09/2019
DEPONENT



**SOLENNLY AFFIRMED
BEFORE ME**
SURESH K. CHAVDA
NOTARY
GOVT. OF INDIA
12 SEP 2019

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/FIRST APPEAL NO. 4522 of 2019****With****CIVIL APPLICATION (FOR STAY) NO. 1 of 2019****In****R/FIRST APPEAL NO. 4522 of 2019**

=====

AMRISHBHAI RATILAL DATANIYA**Versus****MANSHUKHBHAI BHOGILAL DATANIYA SINCE DECD THROUGH LH**

=====

Appearance:**MR MEHUL S. SHAH, SENIOR ADVOCATE with
MR VIMAL A PUROHIT(5049) for the Appellant(s) No. 1****MR S.N. SHELAT, SENIOR ADVOCATE with
MR MRUGEN K PUROHIT(1224) for the Defendant(s) No. 5.1****MR APURVA R KAPADIA(5012) for the Defendant(s) No. 6.1,6.2**

=====

CORAM: HONOURABLE MR.JUSTICE R.M.CHHAYA**and****HONOURABLE MR.JUSTICE PARESH UPADHYAY****Date : 10/12/2019****ORAL ORDER****(PER : HONOURABLE MR.JUSTICE R.M.CHHAYA)****Notice returnable on 21.01.2020.**

Registry to call for record and proceedings from the Trial Court concerned so as to reach to this Court on or before 17.01.2020.

(R.M.CHHAYA, J)**(PARESH UPADHYAY, J)**

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
R/FIRST APPEAL NO. 4522 of 2019**

**With
CIVIL APPLICATION (FOR STAY) NO. 1 of 2019
In R/FIRST APPEAL NO. 4522 of 2019**

=====

AMRISHBHAI RATILAL DATANIYA

Versus

MANSHUKHBHAI BHOGILAL DATANIYA SINCE DECD THROUGH LH

=====

Appearance:

MR VIMAL A PUROHIT(5049) for the Appellant(s) No. 1
MR. MRUGESH A BAROT(6709) for the Appellant(s) No. 1
for the Defendant(s) No. 1
..... for the Defendant(s) No. 7.12
NOTICE SERVED(4) for the Defendant(s) No. 4
NOTICE UNSERVED(8) for the Defendant(s) No. 1.1,1.2,1.3,1.4,7.9
SERVED BY AFFIX(N)(7) for the Defendant(s) No. 8
UNSERVED REFUSED (N)(10) for the Defendant(s) No. 7.8
ADITYA A GUPTA(7875) for the Defendant(s) No. 7.10,7.13,7.14
ADVOCATE NOT GIVEN for the Defendant(s) No. 6,7
MOHIT A GUPTA(8967) for the Defendant(s) No. 7.10,7.13,7.14
MR APURVA R KAPADIA(5012) for the Defendant(s) No. 6.1,6.2
MR MRUGEN K PUROHIT(1224) for the Defendant(s) No.
5,5.1,5.10,5.11,5.12,5.13,5.14,5.15,5.2,5.3,5.4,5.5,5.6,5.7,5.8,5.9
MR PRATIK Y JASANI(5325) for the Defendant(s) No.
7.1,7.11,7.12,7.2,7.3,7.4,7.5,7.6,7.7
MR VICKY B MEHTA(5422) for the Defendant(s) No. 2,3

=====

CORAM: HONOURABLE MR. JUSTICE N.V.ANJARIA

and

HONOURABLE MR. JUSTICE A.S. SUPEHIA

Date : 07/01/2021

ORAL ORDER

(PER : HONOURABLE MR. JUSTICE N.V.ANJARIA)

Not to be placed where one of us (N. V. Anjaria, J.) is a party.

(N.V.ANJARIA, J)

(A. S. SUPEHIA, J)

C.M. JOSHI

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

CIVIL APPLICATION (FIXING DATE OF EARLY HEARING) NO. 2 of 2021
In R/FIRST APPEAL NO. 4522 of 2019

=====

AMRISHBHAI RATILAL DATANIYA

Versus

MANSHUKHBHAI BHOGILAL DATANIYA SINCE DECD THROUGH LH

=====

Appearance:

MR VIMAL A PUROHIT for the PETITIONER(s) No.

MR. MRUGESH A BAROT for the PETITIONER(s) No.

for the RESPONDENT(s) No.

ADITYA A GUPTA for the RESPONDENT(s) No.

MR APURVA R KAPADIA for the RESPONDENT(s) No.

MR MRUGEN K PUROHIT for the RESPONDENT(s) No.

MR PRATIK Y JASANI for the RESPONDENT(s) No.

MR VICKY B MEHTA for the RESPONDENT(s) No.

=====

CORAM: **HONOURABLE MR. JUSTICE A.J.DESAI**

and

HONOURABLE MR. JUSTICE ANIRUDDHA P. MAYEE

Date : 06/01/2022

IA ORDER

(PER : HONOURABLE MR. JUSTICE A.J.DESAI)

Present application is filed for fixing the early date of hearing
of First Appeal.

Let the First Appeal be listed for hearing on 03.02.2022.

With above direction, present application stands disposed of.

(A.J.DESAI, J)

(ANIRUDDHA P. MAYEE, J.)

•F.S. KAZI.....

Email My Case Status

FIRST APPEAL - No. 4522 of 2019
[CAVEAT/3516/2019 FOUND]

Status : PENDING (Filing(Stamp) Number : FAI29913/2019) **CNR No : GJHC240598912019**

Last Listing 03/02/2022

Date:

Coram

• HONOURABLE MR. JUSTICE R.M.CHHAYA and
 HONOURABLE MR. JUSTICE HEMANT M. PRACHCHHAK

Not Before :

• HONOURABLE MR. JUSTICE N.V.ANJARIA

S.NO.Petitioner Name

1 AMRISHBHAI RATILAL DATANIYA

Advocate On Record

MR VIMAL A PUROHIT(5049) for: Appellant(s) → 1
 MR. MRUGESH A BAROT(6709) for: Appellant(s) → 1

S.NO.Respondent Name

1 MANSHUKHBHAI BHOGILAL DATANIYA SINCE DECD THROUGH
 LH
 1.1 BHAGVATIBEN WD/O MANSUKHBHAI DATANIYA
 1.2 RAKESHBHAI MANSUKHBHAI DATANIYA
 1.3 SUNILBHAI MANSUKHBHAI DATANIYA
 1.4 JAYESHBHAI MANSUKHBHAI DATANIYA
 2 MAHENDRABHAI CHATURBHAI DATANIYA
 3 CHHANABHAI SAMPATBHAI DATANIYA
 4 S. SATVARA, EDITOR SAHAKARI MANDALI(CITY) HOUSING
 5 PARTNERS OF OM ENTERPRISE
 5.1 PATEL DIPAK JAGADISHCHANDRA
 5.2 PATEL SHALIN DIPAK
 5.3 PATEL SARAL DIPAK
 5.4 PATEL CHETAN JAGADISHCHANDRA
 5.5 PATEL MANISHBHAI RAMESHCHANDRA
 5.6 PATEL MUKESHKUMAR CHANDULAL
 5.7 PATEL BIPINCHANDRA CHANDULAL
 5.8 PATEL DIPAL BIPINCHANDRA
 5.9 PATEL PRAKASHBHAI AMRUTBHAI
 5.10 PATEL PARESHBHAI KANAIYALAL
 5.11 PATEL SAHIL AJITBHAI
 5.12 PATEL SACHIN SHANKARBHAI
 5.13 PATEL JIGNESH KANUBHAI
 5.14 PATEL VIJAYBHAI ATMARAMBHAI
 5.15 PATEL TUSHARBHAI SHAKARBHAI
 6 ADMINISTRATIVE PARTNERS OF JAY BHIM DEVELOPERS
 6.1 CHANDRAKANT KALIDAS PRAJAPATI
 6.2 AJAY BALDEVVBHAI PATEL
 7 MEMBERS OF SAT KEVAL COOPERATIVE HOUSING SOCIETY
 LIMITED
 7.1 GITABEN PUNJALAL DANTANI
 7.2 PUSHPABEN NAINESHBHAI DATANIYA
 7.3 ASHWINBHAI MAHENDRABHAI SATEJIYA
 7.4 SUNILBHAI PUNJALAL DANTANI
 7.5 MANISHBHAI CHHANALAL DATANIYA
 7.6 PRATIMA PARESHBHAI ACHARYA
 7.7 RINKUBEN CHHANABHAI DATANIYA
 7.8 CHHANALAL SANTAPBHAI DATANIYA
 7.9 MAHENDRABHAI CHATURBHAI DATANIYA
 7.10 SHASHIKANT MAGANBHAI PARMAR
 7.11 NAGESHKUMAR PAGNYKUMAR VAKODE
 7.12 SHASHIKANT KANAIYALAL PATEL
 7.13 SITABEN SHASHIKANT PARMAR
 7.14 BALDEVVBHAI TULSIDAS PARMAR
 8 SUNANDABEN CHANDRAKANT DATANIYA

Advocate On Record

NOTICE UNSERVED(8) for :Defendant(s) → 1.1 - 1.3 , 1.4 , 7.9
 MR VICKY B MEHTA(5422) for :Defendant(s) → 2 , 3
 NOTICE SERVED(4) for :Defendant(s) → 4
 MR MRUGEN K PUROHIT(1224) for :Defendant(s) → 5 - 5.14 , 5.15
 MR APURVA R KAPADIA(5012) for :Defendant(s) → 6.1 , 6.2
 ADITYA A GUPTA(7875) for :Defendant(s) → 7.10 - 7.13 , 7.14
 MOHIT A GUPTA(8967) for :Defendant(s) → 7.10 - 7.13 , 7.14
 MR PRATIK Y JASANI(5325) for :Defendant(s) → 7.1 - 7.6 , 7.7 - 7.11 , 7.12
 UNSERVED REFUSED (N)(10) for :Defendant(s) → 7.8
 SERVED BY AFFIX(N)(7) for :Defendant(s) → 8

Presented On : 17/09/2019

Bench Category

: -

Registered On
District

: 23/09/2019
 : AHMEDABAD

Case Originated From

: -

Purpose of Listing

: 192-NOTICE & ADJOURNED MATTERS

Classification

• 832-DB - FIRST APPEAL - CODE OF CIVIL PROCEDURE, 1908 - CHALLENGING THE AWARD

Act

• CIVIL PROCEDURE CODE, 1908

Office Objections

NO DATA FOR OFFICE OBJECTIONS

Court Proceedings

S. No.	Notified Date	CourtCode	Board Sr. No.	Stage	Action	Coram
1	24/09/2019	5	-	115-URGENT ADMISSION (ADJOURNED MATTERS)	1-NEXT DATE	- HONOURABLE MR. JUSTICE R.M.CHHAYA - HONOURABLE MR. JUSTICE PARESH UPADHYAY
2	03/10/2019	5	-	115-URGENT ADMISSION (ADJOURNED MATTERS)	1-NEXT DATE	- HONOURABLE MR. JUSTICE R.M.CHHAYA - HONOURABLE MR. JUSTICE PARESH UPADHYAY
3	10/10/2019	5	-	115-URGENT ADMISSION (ADJOURNED MATTERS)	1-NEXT DATE	- HONOURABLE MR. JUSTICE R.M.CHHAYA - HONOURABLE MR. JUSTICE PARESH UPADHYAY

S. No.	Notified Date	CourtCode	Board Sr. No.	Stage	Action	Coram		
4	17/10/2019	5	-	115-URGENT ADMISSION (ADJOURNED MATTERS)	1-NEXT DATE	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE PARESH UPADHYAY		
5	21/11/2019	5	-	115-URGENT ADMISSION (ADJOURNED MATTERS)	1-NEXT DATE	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE PARESH UPADHYAY		
6	10/12/2019	4	-	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE PARESH UPADHYAY		
7	21/01/2020	3	-	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MS. JUSTICE HARSHA DEVANI ○ HONOURABLE MS. JUSTICE SANGEETA K. VISHEN		
8	31/01/2020	3	-	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MS. JUSTICE HARSHA DEVANI ○ HONOURABLE MS. JUSTICE SANGEETA K. VISHEN		
9	13/02/2020	3	-	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MS. JUSTICE HARSHA DEVANI ○ HONOURABLE MS. JUSTICE SANGEETA K. VISHEN		
10	24/02/2020	2	-	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MS. JUSTICE HARSHA DEVANI ○ HONOURABLE MS. JUSTICE SANGEETA K. VISHEN		
11	02/03/2020	2	-	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MS. JUSTICE HARSHA DEVANI ○ HONOURABLE MS. JUSTICE SANGEETA K. VISHEN		
12	07/01/2021	8	21	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MR. JUSTICE N.V.ANJARIA ○ HONOURABLE MR. JUSTICE A.S. SUPEHIA		
13	19/01/2021	3	44	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE R.P.DHOLARIA		
14	12/02/2021	3	11	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE R.P.DHOLARIA		
15	26/02/2021	3	16	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE R.P.DHOLARIA		
16	18/03/2021	3	21	192-NOTICE & ADJOURNED MATTERS	1-NEXT DATE	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE R.P.DHOLARIA		
Available Orders								
S. No.	Case Details	Judge Name	Order Date	CAV	Judgement	Questions	Transferred	Download

S. No.	Case Details	Judge Name	Order Date	CAV	Judgement	Questions	Transferred	Download
1	FA/4522/2019	○ HONOURABLE MR. JUSTICE R.M.CHHAYA ○ HONOURABLE MR. JUSTICE PARESH UPADHYAY	10/12/2019	N	ORDER	-	Y	Download
2	FA/4522/2019	○ HONOURABLE MR. JUSTICE N.V.ANJARIA ○ HONOURABLE MR. JUSTICE A.S. SUPEHIA	07/01/2021	N	ORDER	-	Y	Download
3	CA/2/2021	○ HONOURABLE MR. JUSTICE A.J.DESAI ○ HONOURABLE MR. JUSTICE ANIRUDDHA P. MAYEE	06/01/2022	N	IA ORDER	-	Y	Download
Connected Matters								
NO DATA FOR CONNECTED MATTERS								
Application / Appeal Matters								
NO DATA FOR APPLICATION / APPEAL MATTERS								
IA Details								
S. No.	CaseDetail	Status Name			Disposal Date			
1	CA/1/2019(FOR STAY)	PENDING			-			
2	CA/1/2021(FOR SUBSTITUTE SERVICE)	PENDING			-			
3	CA/2/2021(FIXING DATE OF EARLY HEARING)	DISPOSED			06/01/2022			
Office Details								
S. No.	Filing Date	Document Name	Advocate Name	Court Fee on Document		Document Details		
1	20/09/2019	MEMO OF PETITION/APPEAL/SUIT	MR VIMAL A PUROHIT(5049) for PETITIONER(s) ➡	75000		-AMRISHBHAI RATILAL DATANIYA		
2	20/09/2019	VAKALATNAMA	MR VIMAL A PUROHIT(5049) for PETITIONER(s) ➡	5		-AMRISHBHAI RATILAL DATANIYA		
3	20/09/2019	CERTIFIED COPY	MR VIMAL A PUROHIT(5049) for PETITIONER(s) ➡	12		-AMRISHBHAI RATILAL DATANIYA		
4	20/09/2019	VAKALATNAMA	MR. MRUGESH A BAROT(6709) for PETITIONER(s) ➡	0		-AMRISHBHAI RATILAL DATANIYA		
5	24/09/2019	PAPER BOOK	MR VIMAL A PUROHIT(5049) for PETITIONER(s) ➡	0		-AMRISHBHAI RATILAL DATANIYA		
6	21/01/2020	VAKALATNAMA	ADITYA A GUPTA(7875) for RESPONDENT(s) ➡	15		-SHASHIKANT MAGANBHAI PARMAR		
7	10/02/2020	VAKALATNAMA	MR PRATIK Y JASANI(5325) for RESPONDENT(s) ➡	5		-GITABEN PUNJALAL DANTANI		
8	11/02/2020	VAKALATNAMA	MR MRUGEN K PUROHIT(1224) for RESPONDENT(s) ➡	5		-PARTNERS OF OM ENTERPRISE		
9	12/02/2020	VAKALATNAMA	MR VICKY B MEHTA(5422) for RESPONDENT(s) ➡	5		-MAHENDRABHAI CHATURBHAI DATANIYA		
Certified Copy								
NO DATA FOR CERTIFIED COPY								
Lower Court Detail								
S.No.	Lower Court Case Detail	Lower Court Name		Judge Name	Judgment Date			
1	<u>CIVIL SUIT (CCC)/3991/1998</u>	CITY CIVIL COURT COURT, AHMEDABAD		AMBALAL R.PATEL	23/08/2019			
FIR Details								
NO DATA FOR FIR DETAILS								

સીટી મામલતદાર સાબરમતી, તા.સાબરમતી અમદાવાદની કોર્ટમાં

નં. આરટીએસ/ તકરારી નોંધ/ રાષ્ટ્રીય/ કેસ નં. ૬૩/૧૬



- અરજદાર :- (૧) સંતકેવલ કો.ઓ.હા.સો.લી.ના સભ્યો
શ્રીવાભાઈ બકુલભાઈ દાતણીયા વિગેરેના તરફથી એ.એસ.ભગત
રહે.૮, મુનીતા ફ્લેટ, શાહીબાગ, અમદાવાદ-૦૪.
(૨) રંપ.બેન ચંદુભાઈ રાજપારથી
રહે.કરજાસાગર, ભાગવત મંદીર, શાહપુર, અમદાવાદ-૦૧.
(૩) જયભીમ ડેવલોપર્સ
રહે.સતકેવલ કો.ઓ.હા.સો.લી., ન્યુ સત્યમ સોસાયટી સામે, રાષ્ટ્રીય, અ'વાદ.

વિરુદ્ધ

- સામાવાજા :- (૧) સંતકેવલ કો.ઓ.હા.સો.લી.ના ચેરમેન/ સેક્રેટરીશ્રી છનાલાલ દાતણીયા
રહે.સતકેવલ કો.ઓ.હા.સો.લી., ન્યુ સત્યમ સોસાયટી સામે, રાષ્ટ્રીય, અ'વાદ.
(૨) આમ એન્ટરપ્રાઈઝ નામની ભાગીદારી પેટીના ભાગીદારો
પટેલ દિપક જગદીશચંદ્ર વિગેરે
રહે.૪, મોનસુન બંગ્લોઝ, પટેલ સોસાયટી, કે.પી.ભવન સામે, શ્રી.જી.રોડ, અમદાવાદ.

જમીન મહેસૂલ નિયમોના નિયમ-૧૦૮ તબેની કાર્યવાહી

આ કેસની ટુંકી વિગત એવી છે કે મોજે રાષ્ટ્રીય, તા.સાબરમતી, અમદાવાદના સ.નં.૩૬૧+૩૬૨+૩૬૬/૧૧
૩૮૩૧ ચો.મી. (ટીપી.૩, એફપી.૧૬૧) બિનખેતીની જમીનના કબજેદાર સંતકેવલ કો.ઓ.હા.સો.લી.ના વતી
ચેરમેન છનાલાલ સંપતલાલ દાતણીયા, સેક્રેટરી મહેન્દ્ર ચતુરભાઈ દાતણીયાએ તા.૨૮/૧૦/૨૦૧૬ના રજી.દસ્તાવેજ
નં.૧૪૪૨૩ થી કરેલ વેચાણના કેરફાર નોંધ નં.૬૪૮૩, તા.૦૭/૧૧/૨૦૧૬ના રોજ દાખલ થયેલ જે નોંધ સામે આ
કામના અરજદારોએ વાંધા અરજી રજુ કરતાં તલાટીશ્રી રાષ્ટ્રીયએ સદર નોંધના કાગળો તેઓના જા.નં.૧૭૯,
તા.૦૩/૧૨/૨૦૧૬ થી અત્રેની કોર્ટમાં નિર્ણય અર્થે મોકલી આપેલ છે. આ કામે તા.૨૭/૧૨/૨૦૧૬,
તા.૨૦/૦૧/૨૦૧૭, તા.૦૩/૦૨/૨૦૧૭, તા.૧૭/૦૨/૨૦૧૭, તા.૨૩/૦૨/૨૦૧૭, તા.૦૩/૦૩/૨૦૧૭,
તા.૧૭/૦૩/૨૦૧૭, તા.૩૦/૦૩/૨૦૧૭, તા.૦૬/૦૪/૨૦૧૭ રાખવામાં આવેલ બને પસારોએ મુદત
તા.૧૮/૦૫/૨૦૧૭ના રોજ વધુ રજુઆત કરવાની રહેતી ન હોવા જણાવતાં કામ કરાવ ઉપર લેવાયેલ છે.

વાંધા અરજદારોની રજુઆતો :-

- (૧) વાંધા અરજદાર નં.૧ સંતકેવલ કો.ઓ.હા.સો.લી.ના મુળ જુના સભ્યો વતી વકીલશ્રી જે.એમ.પટેલ જણાવેલ
છે કે, સોસાયટીની મિલકતમાં અમો ઓરીજનલ સભ્યો હોવાથી અમારો કાયદેસરનો હક્ક હિત હિસ્સો પોષાય
છે. અમારો સભ્ય તરીકેનો અધિકાર કોઈની તરફેણમાં કોઈપણ પ્રકારના લખાણો કરી જતો કરેલ નથી.
સોસાયટીના બની બેઠેલ ચેરમેન/ સેક્રેટરીએ સામાવાજા નં.૨ની તરફેણમાં અમારી જાણ બહાર તબદીલીની
પ્રવૃત્તિ કરતાં તે અંગે સીવીલ કોર્ટમાં દિ.મુ.નં.૨૮૭/૦૭ અમોએ દાખલ કરેલ છે. તેમાં મિલકતમાં ચાલતું
બાંધકામ અટકાવવા હુકમ માંગેલ અને કોર્ટનો દાવાના આખરી નિર્ણય સુધી યથાવત પરિસ્થિતી જાળવવા
કામચલાઉ મનાઈ હુકમ તા.૧૯/૦૯/૨૦૦૮ના રોજ મંજૂર કરેલ હોવા છતાં બની બેઠેલા ચેરમેન/ સેક્રેટરીએ
દસ્તાવેજ કરી આપેલ છે. સદર હુકમ સામે ડીસ્ટ્રીક્ટ કોર્ટમાં કરેલ અપીલ નામંજૂર કરવાનો ડીસ્ટ્રીક્ટ કોર્ટનો
દિવાની પરચુરણ અપીલ નં.૧૩૨/૦૮ માં તા.૨૯/૦૬/૨૦૧૨ નો હુકમ થયેલ છે તથા આ દાવાઓ સંદર્ભે
જીલ્લા રજીસ્ટ્રાર સહકારી મંડળીઓ (હાઉસીંગ) અમદાવાદએ સહકારી કાયદાની કલમ-૮૧ ની જોગવાઈઓને
આધિન સોસાયટીની વ્યવસ્થાપક સમિતિને દુર કરી તેની જગ્યાએ વહીવટદારની નિમણૂક કરવાની તક આપી
સાંભળવાની મુદત રાખી નોંટીસ ઈસ્યુ થયેલ. આ તમામ વિગતો હોવા છતાં રજી.દસ્તાવેજથી સોસાયટીની
જમીનનું વેચાણ થયેલ છે. જેની નોંધ નં.૬૪૬૩ રદ કરવા રજુઆત થયેલી છે.

જાણી



નં. આરટીએસ/ તકરારી નોંધ/ રાજીપ/ કેસ નં. ૬૩/૧૬

(૨)

વાંધા અરજદાર ચંપાબેન ચંદુભાઈ રાજખારતીએ રજુઆત કરેલી છે કે, અમો મંડળીના જુના સભ્યો છીએ. મંડળીના કુલ-૮૦ સભ્યો છે જેની વાહી રજુ કરેલ છે. હાલના હોદ્દાદારોએ જુના સભ્યો સામે કોર્ટમાં ફોજદારી ફરીયાદ દાખલ કરેલ છે. હાલના ચેરમેન મહેન્દ્રભાઈ ચતુરભાઈનું નામ તેમની પત્નીના બદલે કપારે દાખલ કરવામાં આવેલ, ઠરાવમાં કયા કયા સભાસદોની સહીઓ મેળવી આ કાર્યવાહી થયેલ છે તેની માહિતી મંડળીના હોદ્દાદારોને મંડળીના બાંધબોજની ફલમ-૩૦ મુજબ આપવાની રહે. હાલના કહેવાતા હોદ્દાદારોએ સતત ૧૬ વર્ષથી મંડળીના હીસાબોનું ઓડિટ કરાવેલ નથી. વાદગ્રસ્ત મિલકત સોસાયટીના કહેવાતા હોદ્દાદારો કાયદેસર ચુંટાયેલા ન હોઈ વેચાણ દસ્તાવેજ કરવાની કોઈ સત્તા પ્રાપ્ત થતી નથી તથા કોઈ મંજૂરી લીધેલ ન હોઈ દસ્તાવેજ રદ બાતલ થતાં હોઈ તેને આધારે થયેલ વીધે કાચી નોંધ પણ રદ કરવા રજુઆત કરેલ છે અને દિ. ૫. ૧૨. ૨૦૧૬ નં. ૧૩૨/૨૮ નો હુકમ રજુ કરેલ તથા નામદાર કોર્ટમાં એસ.સી.એ. ૪૪૦/૧૫ અને ડીલે કોન્ડોન સી.એ. ૬૮૮૫/૧૫ ડીલમીસનો હુકમ થયેલ રજુ કરેલ છે.

વાંધા અરજદારશ્રી ચંપાબેન ચંદુભાઈ રાજખારતી વિચેરેએ મુદત તા. ૧૭/૦૩/૨૦૧૭ના રોજ હાજર રહી લખિત રજુઆતમાં જણાવેલ કે, વાદગ્રસ્ત મિલકતના વેચાણ અંગે સોસાયટીના કહેવાતા હોદ્દાદારો વાદગ્રસ્ત સોસાયટી વાળી મિલકતના હાલના હોદ્દાદારોને નહીં હોવા છતાં ખોટી રીતે વેચાણ કરેલ છે. વેચાણ આપના ૧૪ ત્રિહીતોને મંડળીના કહેવાતા સભ્યો તરીકે સભાસદ તરીકે કઈ રીતે દાખલ થયા, ક્યાં-ક્યાં સભ્યોના સહીથી ઠરાવ થયેલ છે. તેથી કોઈપણ નોટીસ અમોને પહોંચાડેલ નથી. પરંતુ ખોટી રીતે નિયમોનું પાલન કર્યા સિવાય મોટું રેકર્ડ ઉપર કરી મીટીંગ બોલાવી ઠરાવ પસાર કર્યાનો આભાસ ઉભો કરવામાં આવે છે. આમ, કહેવાતાં ૧૪ સભાસદો મંડળીના કાયદેસરના સભાસદો ન હોઈ વેચાણ દસ્તાવેજને અનુમોદન આવવાની કાર્યવાહી ખોટી કરે. તેથી વેચાણ દસ્તાવેજ પણ આપેલ આમ રદ બાતલ કરે છે.

મંડળીના હાલના કહેવાતાં હોદ્દાદારો મંડળીના વહીવટમાં ચેરકાયદેસર રીતે કાર્યવાહી કરતાં હોઈ, મંડળીના મુળના સભાસદોના હક્ક-હિતો વિરોધની કાર્યવાહી કરતાં હોવાનાં કારણે મંડળીનો વહીવટ વહીવટદાર ધ્વારા કરવા માટેની કાર્યવાહી જિલ્લા રજીસ્ટ્રાર કચેરીમાં સક્રિય ચિચારણા હેઠળ છે. તેમજ તેઓને જિલ્લા રજીસ્ટ્રાર ધ્વારા કારણદર્શક નોટીસ પણ બજાવવામાં આવેલ છે. તેથી મંડળીના વહીવટ માટે વહીવટદાર નીમાય થકે છે. તેની અમોને ખાતરી છે. તેમજ મંડળીના કહેવાતાં હાલના હોદ્દાદારોને પણ આ અંગેની મદદ આવી જતાં તેઓએ ખોટી રકમ પ્રાપ્ત કરવા સદરહુ મિલકત વેચાણ માટે ખડચંત્ર રહેલું છે. આમ, છેલ્લા ૧૬ વર્ષથી કોઈપણ પ્રકારની સહકારી મંડળીના કાયદાઓની જોગવાઈઓનું પાલન કર્યા સિવાય હાલના હોદ્દાદારો હોદ્દા ધારણ કરે છે. તેથી તેઓ સદરહુ સોસાયટીના કાયદેસરના હોદ્દાદારો ન હોઈ વાદગ્રસ્ત મિલકતનું વેચાણ કરી શકે નહીં તેમ છતાં વેચાણ દસ્તાવેજ કરી આપેલ હોઈ વેચાણની નોંધ રદ કરવા રજુઆત કરેલ છે.

(૩)

વાંધા અરજદાર જયભીમ ડેવલોપર્સએ જણાવેલ કે, સોસાયટીના સદરહુ હોદ્દાદારોએ કરેલ ઠરાવો આધારે તા. ૨૧/૦૫/૨૦૦૩ના રોજ ડેવલપમેન્ટ એગ્રિમેન્ટ કરેલ છે અને અમો ડેવલોપર્સએ સોસાયટીની જમીન પર ડેવલપ કરવાનું કામ ચાલુ કરેલું. અમોને મળેલા અધિમારથી નવા કુલ-૨૬ સભાસદો નોંધેલા છે. જમીન કાળા પેટે રૂ. ૨૫૦૦૦/- પ્રત્યેકએ જમા તે પૈકીના જે તે વખતના ખજાનચી અને હાલ ચાલુ ચેરમેન છનાભાઈ સંપતભાઈ દાંતજીયાએ સીવીલ કોર્ટમાં રે. દિ. મુ. નં. ૨૦૧/૧૬ દાખલ કરેલ છે, જે હાલ નામદાર કોર્ટમાં જાવંત છે. તેઓએ તમામ ખર્ચાઓ વ્યવહારોને અવગણીને નામદાર કોર્ટનો મનાઈ હુકમ હોવા છતાં આખી જમીન દસ્તાવેજ કરીને રકે દકે કરી નાખેલ છે. ઠરાવો વિના બની બેઠેલા ચેરમેન/ સેક્રેટરીએ વજુદ વગરના હોદ્દાદારો સભ્યોની સહી વિના ઠરાવો કરી વેચાણ દસ્તાવેજ કરેલ છે મે. ચેરીટી કમિશનરના હુકમથી જમીનનો દસ્તાવેજ નં. ૮૮૨૩/૧૮૮૦ કરવામાં આવેલ દસ્તાવેજની શરતો મુજબ જમીન ઓછી આવકવાળા તથા પછાત વર્ણના હરિજન અનુસુચિત જાતિના વ્યક્તિને સભ્યપદ આપી વેચાણ કાર્યવાહી કરવી તેવો પ્રલેખ હોવા છતાં શરતો અવગણી શરતભંગ કરી ફક્ત સર્વર્સ કોમના માત્ર પટેલ સમાજની પેઢી બનાવી તેથે વેચાણ દસ્તાવેજ કરી આ કોડ કરેલું છે. જે સામે અમો જયભીમ ડેવલોપર્સ તથા અમારા મારફત નોંધાયેલ અનુસુચિત જાતિના સભ્યોનો સમ્પત વિરોધ છે. તેથી નોંધ નં. ૬૪૮૩ રદ કરવા રજુઆત થયેલી છે.

10/01/17

સામાવાળા તરફેની રજુઆત :-

- (૧) સામાવાળા (૧) સંતકેવલ ડો.ઓ.છા.સો.લી. ચેરમેન/ સેક્રેટરી છનાલાલ દાંતણીયાએ કોઈ લેખિત રજુઆત કરેલ નથી. પરંતુ રૂ. ૧૦૦/- સ્ટેમ્પ પર તા. ૧૭/૦૧/૨૦૧૭ નું એકીડેવીટ કમ ડેક્લેરેશનથી જણાવેલ છે કે, મોજે.રાષ્ટ્રીયના ટીપી-૩, એફપી-૧૬૧ (જુનો સ.નં. ૩૬૧+૩૬૨+૩૬૬ પૈકી ૧૧) ની ૩૭૭૩ ચો.મી. રહેણાંક બિનખેતીની જમીન સંતકેવલ ડો.ઓ.છા.સો.લી. અધુરા બાંધકામવાળી આવેલ હતી. સદરહુ જમીન સોસાયટીએ રજી.વેચાણ દસ્તાવેજ નં. ૮૮૨૧/૮૦, તા. ૦૩/૦૬/૧૯૮૦ ધ્વારા ખરીદ કરેલ હતી. મંડળીની સ્થાપના સને. ૧૯૭૮માં થયેલ તે વખતે કુલ-૭૬ સભાસદો હતાં. સમય સંજોગો જતાં ખોટા ભાગના સભ્યો સ્વેચ્છાએ રાજીનામુ આપી સોસાયટી પાસેથી ચેક તથા રોકડા ધ્વારા પૈસા સ્વીકારી છુટા થઈ ગયેલા છે. હાલમાં રેકર્ડ ઉપર કાયદેસરના માત્ર ૧૪ સભાસદો બાકી રહેલા હતા અને છે. મંડળીનું કાયદેસરનું ઓડીટ વરસો વરસ નિયમિત રીતે ચાર્ટર્ડ એકાઉન્ટન્ટ ધ્વારા તથા જિલ્લા રજીસ્ટ્રારશ્રી ધ્વારા કરવામાં આવેલ છે. સુચારુ સુવ્યવસ્થિત નિયમિત વહીવટ બદલ ઓડીટ વર્ગ-બ ફાળવેલ છે. સોસાયટીએ કાયદેસર વેચાણ દસ્તાવેજથી ખરીદ કરેલ માલિકી દોરણે કબજા ભોગવટાવાળી જમીનનું વેચાણ તબદીલ કરવાનો સોસાયટીના બંધારણ પેટાનિયમોની રૂએ તથા ગુજરાત ડો.ઓ.એક્ટની જોગવાઈ મુજબ પુરેપુરો અધિકાર હતો અને છે. તે રૂએ હાલના સોસાયટીના સભ્યોએ ઓમ એન્ટરપ્રાઈઝ ભાગીદારી પેટીની તરફેણમાં વેચાણ કરેલ છે. તેની નોંધ નં. ૬૪૮૩ પડેલી છે. તે નોંધ સામે કેટલાક ત્રાહિત ઈસમો કે જેઓ સોસાયટીના દફતરે કાયદેસર રીતે નોંધાયેલા સભ્યોજ હતા નહીં અગરતો સોસાયટીમાંથી રાજીનામુ આપી પૈસા સ્વીકારી છુટા થઈ ગયેલા છે તેવા નોન મેમ્બર્સએ બિનજરૂરી તકરારો ઉપસ્થિત કરી છે. તેઓ સામે સોસાયટી સીવીલ કોર્ટ, હાઈકોર્ટ, સુપ્રિમ કોર્ટ, કોજદારી કોર્ટમાં કરવી પડતી તમામ ન્યાયિક કાર્યવાહીઓમાં રજુ કરવા સાડા આ એકીડેવીટ કમ ડેક્લેરેશન કરેલ છે.
- (૨) સામાવાળા વાઢાસ જમીન વેચાણ રાખનાર ઓમ એન્ટરપ્રાઈઝના ભાગીદાર દિપક જગદીશચંદ્ર પટેલ ત્રિગેરે તરફે પુરાવા સહ લેખિતથી રજુઆત થયેલ છે કે, રાષ્ટ્રીયની સીપના ટીપી-૩, એફપી-૧૬૧ (જુનો સ.નં. ૩૬૧+૩૬૨+૩૬૬/૧૧) ની ૩૭૭૩ ચો.મી. રહેણાંક બિનખેતીની જમીન તેની ઉપર આવેલ ૧૭૬૦ ચો.મી. અધુરા બાંધકામવાળી ચિલકત અમાંએ કાયદેસર અવેજ મુકવી રજી.દસ્તાવેજથી વેચાણ રાખેલ છે. વાંધા અરજદાર ધ્વારા ખોટી ગેરકાયદેસરની મનઘડત વિગતો અરજીમાં જણાવી ગેરમાર્ગે દોરવાનો પ્રયત્ન કરેલ છે. વાંધા અરજદારવાળા કોઈ જ વ્યક્તિઓ તકરારી નોંધાવાના રજી.વેચાણ દસ્તાવેજમાં પચાકાર આવેલ નથી. સોસાયટીમાં તેમનું જે કોઈ હિત હકક પોપાતો હોય તો સભા ઓયોરીટી સમક્ષ કાર્યવાહી કરવી જોઈએ. વાંધેદારએ એસ.ભગત સોસાયટીની સ્થાપના થઈ ત્યારથી ક્યારેય સભ્ય આવેલા ન હતા કે નથી. શિવાભાઈ દાંતણીયા પણ સભ્ય ન હતાં. દીપતી ચંપાબેન ચંદુભાઈ રાજભારતી સોસાયટી પાસેથી પૈસા સ્વીકારી રાજીનામુ આપી છુટા થઈ ગયેલ છે. તેઓ વાંધા અરજી આપવાને હકકદાર નથી. વધુમાં જયભીમ ડેવલોપર્સના ભાગીદારોએ સીવીલ કોર્ટમાં સ્પે.દિ.નં. ૫૬૮/૧૬ દાખલ કરી એક તરફી મનાઈ હુકમ મેળવેલ તેની વિરુદ્ધ અમો સામાવાળાએ ખરી હકીકતો જણાવી નામદાર ગુજરાત હાઈકોર્ટ સમક્ષ એસ.સી.એ.નં. ૧૨૬૭૪/૧૬ની દાખલ કરી સ્પે.દિ.મુ.નં. ૫૬૮/૧૬ના કામે આપેલ સભ્ય ધ્વારા હોદેદારોની જનરલ સભા બોલાવી તમામ સભ્યોની બાંહેધરી મેળવી જીલ્લા રજીસ્ટ્રારના તા. ૩૧/૦૩/૨૦૧૬ના ઓડીટ રીપોર્ટ મુજબના રેકર્ડ પરના તમામ સભ્યોએ પોતે હાજર રહી સહી અંગુઠા સહ રજીસ્ટ્રાર સમક્ષ કરી વેચાણ દસ્તાવેજ કરી આપેલ છે. જેનો અવેજ રૂ. ૬,૭૫,૦૦,૦૦૦/- ચેકથી સ્વીકારેલ છે. નામદાર ગુજરાત હાઈકોર્ટના સુકાદ (૧) જીએલઆર-૨૦૦૨(૩), (૨) જીએલઆર-૨૦૦૫ (૩) મુજબ કોઈપણ રેવન્યુ ઓયોરીટીએ રજી.ડોક્યુમેન્ટ અંગેની ફેરફાર નોંધ પ્રાયમાર્કેસી રેવન્યુ રેકર્ડમાં દાખલ કરવી જ પડે. તેથી સોસાયટીના સભ્યો ન હોય તેવાં વાંધેદારોની વાંધા અરજી રદ કરવા જણાવેલ છે. વધુમાં જણાવેલ છે કે, મંડળીના બંધારણ (LEAFLET) ના કોલમ-૨(૧) મુજબ મંડળી પોતાની માલિકીના અને સભાસદોના મકાનો બાંધવા જમીન ખરીદવી અથવા ભાડાપટે રાખવી અને વધારાની જમીનનો નિકાલ કરવા કોલમ-૨(૬) મુજબ મંડળીની ચિલકતની યોગ્ય જાળવણી અને વ્યવસ્થા કરવી અગર બીજી રીતે યોગ્ય નિકાલ કરવો તથા ગુજરાત સહકારી મંડળીઓ અધિનિયમ-૧૯૬૧ ની કલમ-૭૭ અન્વયે સહકારી સંસ્થા સ્થાપિત મંડળી ગણાય છે. જેનો વહીવટનો અંતિમ અધિકાર કલમ-૭૭ અન્વયે સાધારણ સભામાં નિહીત થાય છે. સામાન્ય સભાનો ઠરાવવામાં આવેલ મુજબની તમામ સત્તા મંડળીને પ્રાપ્ત થાય છે. આથી સોસાયટી ધ્વારા કાયદેસરના પસાર કરીને સોસાયટીના હિતમાં જમીનનું વેચાણ કરવામાં આવેલ છે. આ બાબત વેચાણ દસ્તાવેજથી પાના નં. ૨૪ અને ૨૫ ઉપર સ્પષ્ટપણે





નં.આરટીએસ/તકરારી નોંધ/રાષ્ટ્રીય/કેસ નં.૬૩/૧૬

દર્શાવવામાં આવેલ છે. વધુમાં ગુજરાત સરકારશ્રીના પરિપત્ર ક્રમાંક: ૧૯૮/૦૧/કા.સુ./કાં ૪૧૬/૧૧ તા.૧૦/૦૬/૨૦૧૧ વ્વારા પણ સ્પષ્ટ આદેશ થયેલ છે કે, સોસાયટી પોતાની મિલકતનો વહીવટ વ્યવસ્થા નિકાલ કરવાની સ્વતંત્ર સત્તા ધરાવતી હોવાથી જિલ્લા રજીસ્ટ્રારશ્રીઓએ આવી કાર્યવાહીમાં હસ્તક્ષેપ કરવો નહીં. પરિપત્રની નકલ રજુ કરેલ છે. આ સંજોગોમાં ખુલાસા, હકીકતો, દસ્તાવેજ પુરાવા વગેરેમાં લઈ રજી.વેચાણ દસ્તાવેજની સદરજુ નોંધ નં.૬૪૮૩ મંજૂર કરવા રજુઆત કરેલ છે.

પક્ષકારોની રજુઆતો સાથે રજુ થયેલ પુરાવાઓ તથા રેવન્યુ રૈકર્ડથી ખાત્રી કરતાં નીચેના તારણો ફલીત થાય છે.

- વાદગ્રસ્ત વેચાણ ફેરફાર નોંધ મોજે.રાષ્ટ્રીયના ટીપી-૩, એક.પી.૧૬૧ની ૩૭૭૩ ચો.મી. રહેણાંક હેતુ બિનખેતીની સંતકેવલ કો.ઓ.હા.સો.લી.ની જમીન ઉપર ૧૭૬૦ ચો.મી. અધુરા ચારસીસી બાંધકામોવાળી મિલકતનું સોસાયટીના હુપાત-૧૪ સભ્યો વ્વારા અવેજ સ્વીકારી રજી.દસ્તાવેજી કરેલ વેચાણની ફેરફાર નોંધ છે.
- સોસાયટીના ચેરમેનના એકીડેવીટ કમ ડેકલેરેશનથી જાહેર થયેલ છે કે, સોસાયટીનું રજીસ્ટ્રેશન ૧૯૭૮ માં થયેલ તે વખતે કુલ-૭૬ સભાસદો હતાં. સમય સંજોગો મુજબ મોઝાભાગના સભ્યો સ્વેચ્છાએ રાજીનામું આપી પૈસા સ્વીકારી છુટા થયેલ છે. મંડળીએ તા.૦૩/૦૬/૧૯૮૦ના રોજ રજી.દસ્તાવેજથી જમીન ખરીદી છે. જેથી જમીન ખરીદતાં સમયે કેટલા સભ્યો હતાં કેટલા સંરકાળો જમીનની ખરીદી માટે એકઠાં થયેલ તેથી વિગત ડ દસ્તાવેજ પુરાવા રજુ કરેલ નથી. ઓડીટ વર્ગ-નબ હોવાના આધાર રજુ થયા નથી. સોસાયટીની સાધારણ સભામાં જમીનનું વેચાણ કરવા થયેલ ઠરાવની નકલ રજુ કરેલ નથી. વધુમાં કુલ જમીનમાં ૧૭૬૦ ચો.મી. અધુરા રહેણાંકનું બાંધકામ કયા સભ્યોએ કરેલું છે. વાંધા-અરજદારો કે જેમણે મંડળીના સભ્યો હોવાની રજુઆત કરેલ છે. તે સિવાયના નોંધણી સમયના ૭૬ સભાસદો પૈકીના સભ્યોની યાદી કે મંડળીમાંથી તેમનું સભ્યપદ કેવી રીતે મટી અધુ તેમના કેટલા પૈસા મંડળીએ સુકવ્યા રાજીનામું મંજૂર કર્યાની જિલ્લા રજીસ્ટ્રારને જાણ કરી કે કેમ? તેની સ્પષ્ટતા વેચાણ આપનાર તરફથી કરવામાં આવેલ નથી. સહકારી કાયદાની કલમ-૮૧ હેઠળ વ્યવસાયપદ કમિટી દુર કરી વહીવટદાર નીમવાની જિલ્લા રજીસ્ટ્રારએ નોટીસ આપેલી તેનો મંડળીએ શુ જવાબ આપેલ તેમજ અત્રેની કચેરીના પત્ર નં.સાબરમતી/આરટીએસ/રાષ્ટ્રીય/તકરારી કેસ નં.૬૩/૧૬, તા.૧૧/૦૫/૨૦૧૬ થી જિલ્લા રજીસ્ટ્રારશ્રી સહકારી મંડળીઓની કચેરીમાં માંગવામાં આવેલ પરંતુ આજદીન સુધી વેચાણ આપનાર મંડળીની કોઈ વિગત અત્રેની કોર્ટને મળેલ નથી. જેથી સહકારી મંડળીની મિલકત સભ્યોની હિતાર્થે ખરીદેલી હોવા છતાં મિલકતમાં કેટલા સભ્યોનું કેટલે અંશે હિત રહેલું હતું તે કાયદેસર રીતે સ્પષ્ટ થતું નથી. અવેજ કુલ રકમ પૈકી કયા સભ્યને કેટલી રકમ મળેલ છે. મંડળીના સભ્યો પોતાની બીજી મિલકત ધરાવે છે કે કેમ? શા માટે મંડળીની મિલકત વેચી ગૃહમં સમાપ્ત કરવામાં આવી તેની કોઈ ચોક્કસ સ્પષ્ટતા થાય તેવા પુરાવા કેસના કાગળોમાં રજુ થયેલા નથી. સહકારી કાયદાની જોગવાઈ મુજબ માત્ર-૧૪ સભ્યો ૩૭૭૩ ચો.મી. મંડળીના નામે ધારણ કરી શકે નહીં. તે પણ રહેણાંક ઉપયોગ કર્યા વિના માત્ર નકો કરવાના આશયથી જિલ્લા રજીસ્ટ્રારશ્રીની જાણ બહાર વેચાણ થયેલ છે. જે કાયદેસર કરતું નથી.
- વેચાણ રાખનારએ ગુજરાત સહકારી મંડળીઓ અધિનિયમ-૧૯૬૧ની કલમ-૩૭ તથા કલમ-૭૩ની જોગવાઈઓ તથા સરકારશ્રીના પરિપત્ર તા.૧૦/૦૬/૨૦૧૧ના આધાર રજુ કરી ફલીલો કરેલ છે. પરંતુ કલમ-૩૭ મુજબ સહકારી સંસ્થા સ્થાપિત મંડળી બજાવ તેના સભ્યોના હિતાર્થે મંડળીની સ્થાપના થાય છે. કલમ-૭૩ની જોગવાઈ મુજબ મંડળીનો વહીવટનો અંતિમ અધિકાર સાધારણ સભામાં નિહીત થાય છે. સામાન્ય સભાનો ઠરાવ મંડળીના તમામ સભ્યોને સામેલ કરી સભ્યોને વાંધા હોય તો તે વાંધાઓ ટાંકીને ઠરાવ લખવાનો રહે અને આવા ઠરાવને બહાલી માટે જિલ્લા રજીસ્ટ્રાર સમક્ષ રજુ કરી બહાલી (અનુમોદન) મળેથી મંડળીને જ તેનો અમલ કરી શકાય તેવી આ અધિનિયમની જોગવાઈ થયેલી છે. પરંતુ મંડળીએ તેની જમીન (અધુરું બાંધકામ) વેચાણ કરવા માત્ર ૧૪ સભ્યોનો ઠરાવ કરી તે ઠરાવને બહાલી માટે જિલ્લા રજીસ્ટ્રાર સમક્ષ રજુ કરેલાના કોઈ કાયદેસરના પુરાવા વેચાણ આપનાર-રાખનાર તરફથી રજુ થયેલા નથી. સરકારશ્રીના તા.૧૦/૦૬/૨૦૧૧ના પરિપત્રથી સ્પષ્ટ આદેશ થયેલ છે કે, ગુજરાત સહકારી મંડળી નિયમો-૧૯૬૫ના

જલવા

નિયમ-૨૯ હેઠળ નિયમ-૨૯(૧)(ગ) મુજબ સહકારી મંડળી મિલકત ખરીદવા માટે રજીસ્ટ્રારશ્રીની પૂર્વમંજૂરી જરૂરી છે. પરંતુ નિયમો-૧૯૬૫ માં મંડળીની સ્થાવર મિલકતના વેચાણ માટે મંજૂરી-પૂર્વ મંજૂરીની જોગવાઈ થયેલ ન હોવા છતાં જિલ્લા રજીસ્ટ્રારશ્રીઓ દ્વારા મિલકત વેચવાની મંજૂરી આપવામાં આવે છે તેવું ધ્યાને આવેલ છે. જેને જુદી જુદી કોર્ટમાં પડકારવામાં આવેલ છે અને મંડળી સંસ્થાના હોદ્દાદારો સંસ્થાના કાનુની દ્રષ્ટીએ તેઓ વ્યક્તિગત રીતે કબાબદાર મજાબ પરંતુ જોગવાઈ વિના મિલકત વેચાણનો જિલ્લા રજીસ્ટ્રારનો હુકમ રજુ કરી હોદ્દાદાર હટકી શકે નહીં તથા કાનુની વિવાદ ઉપસ્થિત કદે નહીં તેથી સરકારી સંસ્થાની મિલકત વેચાણની પરવાનગીની દરખાસ્ત મળેથી જિલ્લા રજીસ્ટ્રારએ સહકારી કાયદામાં જોગવાઈ થયેલ ન હોવાની મંજૂરી આપવી નહીં તેમ આ પરિપત્રથી ઠરાવેલ છે. પ્રસ્તુત કેસમાં આ પરિપત્ર રજીસ્ટર સહકારી મંડળીઓ ગુજરાત રાજ્યનો છે. જેમાં સરકારશ્રીનો કોઈ ઠરાવ જણાવો નથી. જે કાયદાકીય રીતે ચોક્કસ અર્થઘટન કરી શકાય નહીં. જેથી વેચાણ રાખનારની આ પ્રકારની દલીલ સ્વીકારી શકાય નહીં.

ઉપરોક્ત તારણોની વિગતે સરકારી ગૃહ મંડળીની સ્થાપના સમયે ૧૯૭૮માં ૭૬ સભ્યોએ માટે ૧૯૮૦ માં રજી. દસ્તાવેજથી ૩૭૭૩ ચો. મી. જમીન ખરીદી બિનખેતી પરવાનગી મેળવી છેવટે બાકી રહેલા ૧૪ સભ્યોએ ૩૭૭૩ ચો. મી. જમીનનું એક માત્ર ઠરાવ કરી ઠરાવની સહકારી સોસાયટીના કાયદા-૧૯૬૧ તથા નિયમો ૧૯૬૫ ની જોગવાઈ હેઠળ જિલ્લા રજીસ્ટ્રાર સમક્ષ બહાલી નહીં મેળવી ૧૪ સભ્યોએ જાતે રજી. દસ્તાવેજથી મંડળીની જમીન વેચાણ કરી મુદ્દમંડળીનું અસ્તીત્વ સમાપ્ત કરેલ છે. તેમજ વાદખસત મિલકત અંગે નામદાર સિવિલ કોર્ટમાં રે. દિ. મુ. નં. ૨૦૧૧/૧૬ ચાલતો હોઈ તે અંતર્ગત નામદાર કોર્ટ મનાઈ હુકમ આપેલ છે. પરંતુ આ. ન. નં. ૭/૧૨માં નોંધ થયેલ નથી. અને મનાઈ હુકમ દુર થયા અંગેના કોઈ આધાર પુરાવા રજુ થયેલ ન હોઈ, મનાઈ હુકમ ચાલુ-અર્થત હોવાનું જણાય છે. જે બાબત ધ્યાને રાખી તેમજ જે વેચાણ દસ્તાવેજની જ. મ. કા. કલમ-૧૩૫(સી) હેઠળ રેકર્ડમાં નોંધ કરવાની રહે. પરંતુ કલમ-૧૩૫(ડી) (૨) થી (૮) ની જોગવાઈ ધ્યાને લેતાં ફેરફાર નોંધથી અન્ય કાયદા જોગવાઈનો ભંગ થતો નથી તે ચકાસી નોંધ નિર્ણીત કરવાની રહે. આ નોંધ વેચાણ ગુજરાત સહકારી સોસાયટી કાયદો-૧૯૬૧ તથા નિયમો ૧૯૬૫ નો જોગવાઈને સુસંગત ન હોઈ સદર વેચાણની ફેરફાર નોંધ ૧૯૬૫ નો જોગવાઈને સુસંગત ન હોઈ સદર વેચાણની ફેરફાર નોંધ સ્વીકારવા પાત્ર બનવી ન હોઈ વાસ્તે સદર તકરારી નોંધ અંગે ન્યાયના હિતમાં નીચે મુજબ હુકમ કરવામાં આવે છે.

હુકમ :-

મોજે. રાણીપ, તા. સાબરમતી, અમદાવાદના ટીપી-૩, એફ. પી. ૧૬૧ની ફેરફાર નોંધ નં. ૬૪૯૩ સામેની વાંધા અરજી સ્વીકારવા પાત્ર ન હોઈ રદ કરવામાં આવે છે અને ઉપરોક્ત ઠરાવમાં ચર્ચા કર્યાનુસાર સદરહુ નોંધ નામંજૂર કરવા આથી હુકમ કરવામાં આવે છે.

પક્ષકારોને હુકમની જાણ કરવી.

આ હુકમ સામે આ કેસના કોઈ પક્ષકારોને વાંધો હોય તો તેઓ આ હુકમ મળ્યાની તારીખથી દિન-૬૦ ની અંદર સીટી ૩૫૫૮ કલેક્ટરશ્રી (પબ્લિક પ્રાંત) અમદાવાદને અપીલ કરી શકે છે.

આજ તા. ૬/૦૬/૨૦૧૭ના રોજ મારી સહી તથા સિકકો કરી આ હુકમ જાહેર કર્યો.



(કે. ટી. નેજાત)

સીટી મામલતદાર સાબરમતી
અમદાવાદ

નકલ રવાના :- તલાટીશ્રી રાણીપ તરફ નોંધના અસલ કોપી પાના નં. ૧ થી સાથે ગામ દફતરે રાખવા સારું.

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CIVIL APPLICATION NO. 17812 of 2017

With

R/SPECIAL CIVIL APPLICATION NO. 17620 of 2018

=====

OHM ENTERPRISE

Versus

STATE OF GUJARAT

=====

Appearance in Special Civil Application No.17812/2017:

MR SN SHELAT, SR. ADVOCATE with MR MRUGEN K PUROHIT(1224) for the PETITIONER(s) No. 1

MR RAKESH PATEL, ASSTT. GOVERNMENT PLEADER/PP(99) for the RESPONDENT(s) No. 1

MR AMIT V THAKKAR(3073) for the RESPONDENT(s) No. 3

MR APURVA R KAPADIA(5012) for the RESPONDENT(s) No. 4

MR MAKBUL I MANSURI(2694) for the RESPONDENT(s) No. 6

MR VIMAL A PUROHIT(5049) for the RESPONDENT(s) No. 5

MR. MRUGESH A BAROT(6709) for the RESPONDENT(s) No. 5

NOTICE SERVED BY DS(5) for the RESPONDENT(s) No. 1,2

Appearance in Special Civil Application No.17620/2017

MR AMIT V THAKKAR(3073) for the PETITIONER

MR RAKESH PATEL, ASSTT. GOVERNMENT PLEADER/PP(99) for the RESPONDENT(s) No. 1

MR SN SHELAT, SR. ADVOCATE with MR MRUGEN K PUROHIT(1224) for the RESPONDENT(s) No. 3

MR APURVA R KAPADIA(5012) for the RESPONDENT(s) No. 4

MR VIMAL A PUROHIT(5049) for the RESPONDENT(s) No. 5

MR. MRUGESH A BAROT(6709) for the RESPONDENT(s) No. 5

MR MAKBUL I MANSURI(2694) for the RESPONDENT(s) No. 6

=====

CORAM: HONOURABLE MR.JUSTICE A.J.DESAI

Date : 17/12/2018

WEB COPY

COMMON ORAL ORDER

[1.0] RULE. Learned AGP waives service of notice of Rule on behalf of the respondent – State of Gujarat. Mr. Apurva R. Kapadia, learned advocate waives service of notice of Rule on behalf of the respondent No.4, Mr. Vimal Purohit, learned advocate waives service of notice of Rule on behalf of the respondent No.5 and Mr. Makbul I. Mansuri, learned advocate waives service of notice of

Rule on behalf of the respondent No.6. With the consent of learned advocates appearing for respective parties, present petition is taken up for final hearing today.

[2.0] By way of present petition under Articles 14, 19(1)(g), 21 and 226 of the Constitution of India, the petitioner of Special Civil Application No.17812/2017, who has purchased the property from the petitioner Society of Special Civil Application No.17620/2018, have challenged the order dated 06.06.2017 passed by the City Mamlatdar, Sabarmati, Ahmedabad in RTS Case No.63 of 2016, by which the Mamlatdar has refused to mutate the name of the petitioner – purchaser in the revenue record, however rejected the objections made by the private respondents who claimed that they are the members of the Society, which has sold the property of the Society including the lands of members of Society though different other Courts have granted the stay against selling the property.

[3.0] Pursuant to the notice issued by this Court in Special Civil Application No.17812/2017, the private respondents have appeared through learned Advocates Mr. Amit V. Thakkar, Mr. Apurva R. Kapadia, Mr. Vimal A. Purohit and Mr. Makbul I. Mansuri and they have filed affidavit in reply opposing grant of reliefs.

[4.0] Mr. S.N. Shelat, learned Senior Counsel assisted by learned Advocate Mr. Mrugen Purohit would submit that the impugned order passed by the Mamlatdar has been directly challenged before this Court requesting this Court to exercise its inherent powers under Article 226 of the Constitution of India since the same has been passed beyond his powers in the capacity as a Mamlatdar and particularly while dealing with the revenue proceedings. He would

submit that the Mamlatdar has traveled beyond the scope of the issue which was brought before him. He would submit that the property in question was purchased by Ohm Enterprise from the Society by a registered sale deed dated 28.10.2016. Accordingly, kachcha entry was mutated on 07.01.2016. The private respondents raised objection against the said entry on the ground that the property in question has been transferred by committing breach of provisions of Gujarat Cooperative Societies Act. He would submit that if the private respondents are raising objections being the members of the Society, they could have filed appropriate proceedings before the nominee of Registrar of Cooperative Societies as per section 96 of the Gujarat Cooperative Societies Act. The Mamlatdar, therefore, could not have decided the issue whether the property has been sold by the Society in favour of Ohm Enterprise and while selling the property had committed the breach of the Gujarat Cooperative Societies Act. He would submit that the authorities under the provisions of the Gujarat Cooperative Societies Act could have or may take appropriate steps but the Mamlatdar is bound to mutate the name of the purchaser who had purchased the property of the Society by registered sale deed. He would submit that section 135D(a) of the Bombay Land Revenue Code, 1879 read with Section 96 of the Gujarat Cooperative Societies Act makes it clear that the Mamlatdar has mutated the name of the purchaser of a property. He would submit that reference made in the order with regard to Rule 29(1) of the Gujarat Cooperative Societies Rules, 1959 are not applicable in present case. As far as rights of members of a cooperative society is concerned, he has relied on the decision of the Hon'ble Supreme Court in the case of **Daman Singh and Ors. vs. State of Punjab and Ors.** reported in **(1985) 2 SCC 670** and would submit that the objector should have filed appropriate proceedings before the

appropriate Court. As far as mutating the entry with regard to the sale transaction is concerned, he has relied upon several decisions of this Court and would submit that entries be mutated.

[5.0] On the other hand, learned advocate Mr. Vimal Purohit appearing for one of the respondents has vehemently opposed the petitions and would submit that the society was originally granted permission for construction of houses for weaker section and particularly members of Scheduled Castes. There were initially 76 members, however having found the intention of the office bearers of the Society doubtful, filed a civil suit before the City Civil Court way back in the year 1988. During the hearing of application under Order 39 of the Code of Civil Procedure, 1908 (hereinafter referred to as "CPC"), a statement was made on behalf of the Society that they shall not sell or transfer the property in question and therefore application was disposed of accordingly. Certain other members had filed suit before Board of Nominees under the provisions of Gujarat Cooperative Societies Act. Meanwhile, though statements were made, the petitioners of Special Civil Application No.17620/2018, entered into Agreement to Sell with one of the respondents in the year 2003. However, ultimately, they have settled the matter. Subsequently, again apprehending transfer of the property in question, the Special Civil Suit No.287/2007 was filed wherein the City Civil Court by an order dated 19.09.2009 directed the office bearers of the Society not to transfer the property in question. However, the said order was challenged by way of filing Appeal From Order under Order 43 of the CPC which ultimately came to be withdrawn. Meanwhile the property is again sold by the office bearers of Society on 27.10.2016 and therefore, an application was submitted in Special Civil Suit No.287/2007 under Order 6 Rule 17 of the CPC with a prayer to declare the sale

deed as null and void which came to be allowed. However, the coordinate Bench of this Court has remanded the case for fresh hearing. He would submit that the said transfer of the property is illegal and therefore, the Mamlatdar has rightly dealt with this aspect in the impugned order. He would submit that by taking me through the report of District Registrar, which has been produced alongwith his reply, that a fraud has been committed by forging documents of the members in which they have not signed. An FIR has also been filed against the office bearers for which investigation is going on. He would submit that under Section 135C of the Bombay Land Revenue Code, a person acquiring the right by purchase has to inform the authority, however as submitted by the petitioner, Ohm Enterprise has not acquired any right and therefore, submission made by the petitioner cannot be considered. By relying upon provisions of Rules 106 and 108 of the Gujarat Land Revenue Rules, 1972. He would submit that if there exists disputes, entry can only be posted and cannot be certified as requested by the petitioner. He, therefore, would submit that the petition be dismissed. He would further submit that under sub-Rule (5) of Rule 108, if the petitioner is aggrieved with the order of Mamlatdar, it ought to have filed appeal before the appropriate Forum and therefore also, it is submitted that the petition be dismissed.

[6.0] Mr. Amit Thakkar, learned advocate appearing for office bearers of the Society would submit that as far as the FIR is concerned, they have preferred an application under Section 482 of the Code of Criminal Procedure, 1973 and requested this Court to quash and set aside the proceedings. He would further submit that as far as appointment of Administrator is concerned, the said order has been challenged before the Registrar (Appeals). He would

submit that when the Administrator had called upon the office bearers of the petitioner Society to hand over the books of account etc., the same was challenged before the Appellate Authority and the said order has been stayed.

[7.0] I have heard learned advocates appearing for respective parties at length. Perused the impugned order passed by the Mamlatdar. It is true that ordinarily when an order is passed with regard to the proceedings initiated under the Bombay Land Revenue Code and particularly under certain Rules and a decision has been rendered, a person has to file appeal as provided under sub-Rule (5) of Rule 108 of the Bombay Land Revenue Rules. However, the observations made in the impugned order while passing the impugned order, I am of the opinion that the City Mamlatdar has traveled beyond his jurisdiction. He is bound to follow the procedure prescribed under the Bombay Land Revenue Code and Rules and if he finds that there are certain disputes pending before the Civil Court, then accordingly the entries are required to be mutated. In the impugned order he had dealt with the proceedings with regard to the report of the Registrar of Cooperative Societies and refused to enter the name of the petitioner.

[7.1] As per various decisions of this Court in the case of Pagi Aataji Kacharaji vs. State of Gujarat and Anr. [2011(2) GLR 1449]; Gulabbhai Ravjibhai Patel vs. Badriprasad Vithalrao Bende and Ors. [2011(3) GLR 2472]; Nathubhai Merambhai Darji vs. Special Secretary (Appeal) [1996(3) GCD 69]; Jhavrbhai Savjibhai Patel Through POA holder Ashok J. Patel vs. Kanchanben Nathubhai Patel and Ors. [2005(3) GLH 657]; Gandabhai Dalpatbhai Patel vs. State of Gujarat and Ors. [2005(2) GLR 1370]; Balvantrai

Ambaram Patel vs. State of Gujarat [2014 JX (Guj) 1092] and Dudhiben Mulhibhai Patel and Anr. vs. State of Gujarat and Ors. [2016(2) GLR 1786], Mamlatdar is bound to mutate the name of the purchaser if the property is purchased by the registered sale deed, however as per Rule 106 read with Rule 108 of the Bombay Land Revenue Code, he could have only posted the entry in the name of the purchaser and should have mentioned that the entries would be subject to the outcome of the proceedings pending before various Courts. Subsequently, he has powers to certify the same.

[7.2] Though he has referred to the proceedings of the Civil Court pending between the parties, he has not dealt with the same in accordance with the provisions of Rules 106 and 108. I am in agreement with the decision rendered by the coordinate Bench in the case of Dudhiben Mulhibhai Patel and Anr. (Supra), and particularly the observations made in para 7 of the said decision. However, keeping in mind the provisions of Bombay Land Revenue Code and Rules, I am of the opinion that the matter requires consideration.

[8.0] In view of the above discussion, present petitions are allowed. Impugned judgment and order dated 06.06.2017 passed by the City Mamlatdar, Sabarmati, Ahmedabad in RTS Case No.63/2016 is hereby quashed and set aside. The City Mamlatdar shall post the entry with regard to the sale transaction dated 27.10.2016, however shall specifically state that these entries have been mutated subject to final outcome of Regular Civil Suit No.3991/1998 pending before the learned City Civil Court, Ahmedabad; subject to Special Civil Suit No.287/2007 pending before the learned Additional Senior Civil Judge, Mirzapur, Ahmedabad (Rural) as well as Appeal No.27/2017 pending before

the learned Additional Registrar (Appeal), Cooperative Societies. Unless the matter is finalized, the revenue authorities shall not alter or modify the entries mutated with regard to the land in question. It is hereby made clear that till the matter is finalized, the entries shall not be certified. It is hereby clarified that the claims about their rights made by respective parties are not examined by this Court. The lower Courts shall deal with the case independently without being influenced by the orders passed in the revenue proceedings. Rule is made absolute to the aforesaid extent. Direct service is permitted.

(A.J. DESAI, J.)

Ajay



IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
DISTRICT: AHMEDABAD

LETTERS PATENT APPEAL NO. 423 OF 2019

IN

SPECIAL CIVIL APPLICATION NO.17812 OF 2017

Ohm Enterprise

.... Appellant

Versus

State of Gujarat & Ors.

.... Respondents

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2.	-	Memo of Appeal	
3.	A	A copy of judgment and order dated 17 th December, 2018 passed in Special Civil Application No.17812 of 2017.	
4.	B	A complete set of petition along with annexures.	

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
DISTRICT: AHMEDABAD**

**LETTERS PATENT APPEAL NO. 423 OF 2019
IN
SPECIAL CIVIL APPLICATION NO.17812 OF 2017**

LIST OF EVENTS

To challenge

The appellant seeks to challenge the judgment and order dated 17th December, 2018 passed by learned Single Judge of this Hon'ble Court to the extent of directing learned Mamlatdar not to certify the revenue entry in favour of the appellant.

27.10.2016

The Petitioners Partnership Firm by registered sale deed dated 27th October, 2016 has purchased the land admeasuring about 3773 Sq. Meter of Final Plot No.161 in Town Planning Scheme No.3 of Ranip from one Satkeval Co-operative Housing Society Limited. Jaybhim Developers and All Members of the society were also confirming party to the said registered sale deed.

Pursuant to the regd. sale deed, (Kachchha) Pencil Entry No.6493 was mutated in the revenue record.

Non-members and third parties objectors have illegally lodge objection before the City Mamlatdar against the aforesaid Entry of Regd.

sale deed without having any right in law and authority and therefore, the learned Mamlatdar has registered Takrari/RTS Case No.63 of 2016.

23.12.2016 / 27.12.2016

Notice of the aforesaid RTS Case No.63 of 2016 was issued and the first date was fixed on 23rd December, 2016 and thereafter, immediately on 27th December, 2016 the present petitioner in detail filed its written submissions.

20.01.2017

On 20th January, 2017 the seller Satkeval Co-op. Housing Society through its Chairman and Secretary has also submitted notarized affidavit-cum-declaration before the learned City Mamlatdar Sabarmati requesting him to certify Entry No.6493 of the Regd. sale deed in favour of the Purchaser petitioner firm.

17.02.2017 / 30.03.2017

Even the written submissions/further statement was also filed on 17th February, 2017 & 30th March, 2017 before the learned City Mamlatdar's proceedings various government circulars issued under the Co-operative Societies Act, etc. have also been produced.

The petitioner was required to approach this Hon'ble Court for appropriate request to direct learned City Mamlatdar Sabarmati for

expeditious disposal of RTS Case No.63 of 2016 and alternative prayer is also made challenging the said proceedings.

01.05.2017

The said Special Civil Application No.8870 of 2017 was disposed of by this Hon'ble Court whereby learned City Mamlatdar was directed to decide the revenue proceedings immediately.

06.06.2017

After the aforesaid order passed by this Hon'ble Court, learned Mamlatdar, by impugned judgment, has decided RTS Case No.63 of 2016 by which Entry No.6493 of the Regd. sale deed was cancelled having also held that the objections submitted by the objectors are also not sustainable.

Therefore, the appellant preferred petition being Special Civil Application No.17812 of 2017 before the learned Single Judge of this Hon'ble Court.

17.12.2018

Learned Single Judge has been pleased to partially allow the petition.

Hence, the present Appeal

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
DISTRICT: AHMEDABAD**

LETTERS PATENT APPEAL NO. 423 OF 2019

IN

SPECIAL CIVIL APPLICATION NO.17812 OF 2017

**APPEAL UNDER CLAUSE 15 OF
THE LETTERS PATENT**

Ohm Enterprise

(A Partnership Firm)

Through its Partner

Dipak Jagdishchandra Patel

Male, aged about 51 years

Residing at: 4, "Monsoon" Bungalow,

Patel Society, Opp. K.P.Bhavan,

Off. C.G. Road, Ahmedabad

.... Appellant
(Ori. Petitioner)

Versus

1) State of Gujarat

Notice to be served through

The Revenue Secretary,

Sachivalaya, Gandhinagar, Gujarat

2) City Mamlatdar, Sabarmati

Having office at: Collector Compound,

Subhash Bridge, Ahmedabad

3) Satkeval Co-op. Hsg. Soc. Ltd.

Through its Chairman/Secretary

Mahendrabhai Chaturbhai Dataniya,

Male, adult

Residing at – G/24/279, Shivam Apartment,

Nr. Vyas Vadi, Nava Vadaj, Ahmedabad

4) Jaybhim Developers

(A Partnership Firm)

Through its Partner's

Chandrakant Kalidas Prajapati

(A Managing Partner of Jaybhim Developers)

Male, adult

Residing at – 12, Pruthvi Apartment,

Nr. Priya Theatre, Saijpur Bogha,

Naroda, Ahmedabad

AND

Ajay Baldevbhai Patel

(A Partner of Jaybhim Developers)

Male, Aged-32 Years,

Residing at – E/14/163, Vishram Park,

Opp. Bhavsar Hostel, Nava Vadaj, Ahmedabad

5) Amrut Sharadchandra Bhagat

Male, adult

Residing at - W/8, Sujata Flats,

Shahibaug, Ahmedabad

6) Champaben Chandubhai Rajpardhi

Female, adult

Residing at – Kidipada ni pole,

Shahpur, Ahmedabad

.... Respondents
(Ori. Respondents)

TO:

THE HON'BLE CHIEF JUSTICE AND

OTHER HON'BLE JUDGES OF HIGH

COURT OF GUJARAT AT AHMEDABAD

THE HUMBLE APPEAL OF THE
APPELLANT ABOVE NAMED:-

MOST RESPECTFULLY SHEWETH THAT:

1. Being aggrieved by and dissatisfied with the judgment and order dated 17th December, 2018 passed by learned Single Judge of this Hon'ble Court in the captioned petition to the extent of declining or not directing the learned Mamlatdar to certify the revenue entry in favour of the appellant, the appellant-original petitioner begs to challenge the same on the following main amongst other grounds which may be urged at the time of hearing of the present Appeal.

GROUND

- (A) That the judgment and order passed by the learned Single Judge to the extent of directing the learned Mamlatdar not to certify the entry in favour of the present appellant-original petitioner is contrary to law therefore, the same is required to be modified to that extent.
- (B) That the learned Single Judge committed grave error in not ordering the learned Mamlatdar for certifying the entry in

favour of the present appellant-original petitioner.

(C) That the learned Single Judge having allowed the petition and setting aside the order of learned Mamlatdar and passing the order for mutating name of the present appellant in the revenue records ought not to have declined to order for certifying the said entry.

(D) The learned Single Judge has failed to appreciate that once the effect of registered sale deed is given under Section 135-C of the Bombay Land Revenue Code, then provision of Rule 108(5) of the Bombay Land Revenue Code had no applicability.

(E) The learned Single Judge has failed to appreciate that it is the statutory duty of the authority to effect the entry of sale deed. Once the effect of the sale deed is ordered to be given, then authority concerned is required to certify the entry.

(F) That the learned Single Judge has failed to appreciate that the learned city mamlatdar has to enter the name of the claimant-owner-right holder. The learned mamlatdar has no jurisdiction to disregard the legal effect of a registered document and he cannot be permitted to do so even indirectly. The authority cannot insist on observing the requirements of section 135-D and on that basis decline to enter the name in the revenue records.

(G) That the learned Single Judge has failed to appreciate that the question of following the procedure of Section 135-D of the BLRC would not arise when a transaction is by a registered deed. Such a transaction cannot be disputed by the Revenue authorities unless the competent court annuls the same.

(H) That the present petitioner has purchased the land in question by paying huge consideration and is not able to develop the property on such false and frivolous

objections raised by the third party, who are not even members of the society and have no locus more particularly their objection have been rejected by the learned Mamlatdar.

(I) That the order to an extend restraining the mamlatdar from certifying entry of appellant in the revenue records is contrary to the Bombay Land Revenue Code as well as the law laid down by this Hon'ble Court in various judgments.

(J) Even otherwise also, the impugned judgment and order dated 17th December, 2018 passed by learned Single Judge in the captioned petition to the extent of directing the learned Mamlatdar not to certify the entry in favour of the appellant is, therefore, required to be modified by this Hon'ble Court in the interest of justice.

2. The appellant craves leave to add, amend, alter and/or rescind the memo of this appeal as and when found necessary.

3. The appellant has not filed any other application with regard to the subject matter of this appeal, either before this Hon'ble Court or any other Court of law in India, including the Hon'ble Supreme Court of India, except mentioned herein above.

4. The appellant has no other alternative efficacious remedy but to approach this Hon'ble Court by way of present appeal.

**AND FOR THIS ACT OF KINDNESS THE
APPELLANT AS IN DUTY BOUND SHALL FOR EVER
PRAY.**

Place: Ahmedabad
Date : .01.2019

(Mrugen Purohit)
Advocate for the Appellant

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/LETTERS PATENT APPEAL NO. 423 of 2019****In R/SPECIAL CIVIL APPLICATION NO. 17812 of 2017****With****CIVIL APPLICATION (FOR STAY) NO. 1 of 2019****In R/LETTERS PATENT APPEAL NO. 423 of 2019****OHM ENTERPRISE****Versus****STATE OF GUJARAT****Appearance:****MR MRUGEN K PUROHIT(1224) for the PETITIONER(s) No. 1****MS NISHA THAKORE, AGP FOR the RESPONDENT STATE.****MR VIMAL A PUROHIT(5049) for the RESPONDENT(s) No. 5****MR. MRUGESH A BAROT(6709) for the RESPONDENT(s) No. 5****CORAM: HONOURABLE THE ACTING CHIEF JUSTICE ANANT S. DAVE****and****HONOURABLE MR.JUSTICE BIREN VAISHNAV****Date : 19/02/2019****ORAL ORDER****(PER : HONOURABLE THE ACTING CHIEF JUSTICE ANANT S. DAVE)**

Admit. Notice of admission of appeal returnable on 20.8.2019.

Mamalatdar is directed to certify the entry, subject to outcome of the petition.

(ANANT S. DAVE, ACJ)**(BIREN VAISHNAV, J)**

RAGHUNATH R NAIR

[Email My Case Status](#)

LETTERS PATENT APPEAL - No. 423 of 2019
In R/SCA/17812/2017
[CAVEAT/5809/2018 FOUND]

Status : PENDING (Filing(Stamp) Number : LPA/1458/2019) **CNR No : GJHC240031272019**

Last Listing Date: 21/04/2020

Coram • HONOURABLE MR. JUSTICE R.M.CHHAYA and
HONOURABLE MR. JUSTICE R.P.DHOLARIA

S.NO.Petitioner Name

1 OHM ENTERPRISE

Advocate On Record

MR MRUGEN K PUROHIT(1224) for: Appellant(s) ➔ 1

S.NO.Respondent Name

1 STATE OF GUJARAT
2 CITY MAMLATDAR, SABARMATI
3 SATKEVAL CO-OP. HSG. SOC. LTD.,
4 JAYBHIM DEVELOPERS,
5 AMRUT SHARADCHANDRA BHAGAT
6 CHAMPABEN CHANDUBHAI RAJPARDHI

Advocate On Record

GOVERNMENT PLEADER(1) for :Respondent(s) ➔ 1 , 2
MR AMIT V THAKKAR(3073) for :Respondent(s) ➔ 3
MR APURVA R KAPADIA(5012) for :Respondent(s) ➔ 4
MR. MRUGESH A BAROT(6709) for :Respondent(s) ➔ 5
MR AR GUPTA(1262) for :Respondent(s) ➔ 6
MOHIT A GUPTA(8967) for :Respondent(s) ➔ 6
ADITYA A GUPTA(7875) for :Respondent(s) ➔ 6

Presented On : 16/01/2019

Bench Category : -

Case Originated From : -

Purpose of Listing : 182-FOR FINAL HEARING

Classification

• 1086-LPA - NON-SERVICE-LAND LAWS - BOMBAY LAND REVENUE CODE, 1879 - MISCELLANEOUS MATTERS

Registered On

District

: 18/02/2019

: AHMEDABAD

Act • LETTERS PATENT, 1865

Office Objections

NO DATA FOR OFFICE OBJECTIONS

Court Proceedings

S. No.	Notified Date	CourtCode	Board Sr. No.	Stage	Action	Coram
1	19/02/2019	1	-	182-FOR FINAL HEARING	3-FIXED RULE / ADMIT	◦ HONOURABLE MR. JUSTICE ANANT S. DAVE ◦ HONOURABLE MR. JUSTICE BIREN VAISHNAV
2	20/08/2019	1	-	182-FOR FINAL HEARING	1-NEXT DATE	◦ HONOURABLE MR. JUSTICE ANANT S. DAVE ◦ HONOURABLE MR. JUSTICE BIREN VAISHNAV
3	30/08/2019	2	-	182-FOR FINAL HEARING	1-NEXT DATE	◦ HONOURABLE MR. JUSTICE S.R.BRAHMBHATT ◦ HONOURABLE DR. JUSTICE A. P. THAKER
4	10/10/2019	1	-	182-FOR FINAL HEARING	1-NEXT DATE	◦ HONOURABLE THE CHIEF JUSTICE MR. JUSTICE VIKRAM NATH ◦ HONOURABLE MR. JUSTICE ASHUTOSH J. SHASTRI
5	03/12/2019	1	-	182-FOR FINAL HEARING	1-NEXT DATE	◦ HONOURABLE THE CHIEF JUSTICE MR. JUSTICE VIKRAM NATH ◦ HONOURABLE MR. JUSTICE ASHUTOSH J. SHASTRI
6	23/01/2020	1	-	182-FOR FINAL HEARING	1-NEXT DATE	◦ HONOURABLE THE CHIEF JUSTICE MR. JUSTICE VIKRAM NATH ◦ HONOURABLE MR. JUSTICE ASHUTOSH J. SHASTRI
7	12/03/2020	1	-	182-FOR FINAL HEARING	1-NEXT DATE	◦ HONOURABLE THE CHIEF JUSTICE MR. JUSTICE VIKRAM NATH ◦ HONOURABLE MR. JUSTICE ASHUTOSH J. SHASTRI

Available Orders

S. No.	Case Details	Judge Name	Order Date	CAV	Judgement	Questions	Transferred	Download
1	LPA/450/2019	◦ HONOURABLE MR. JUSTICE ANANT S. DAVE ◦ HONOURABLE MR. JUSTICE BIREN VAISHNAV	06/02/2019	N	ORDER	-	Y	Download

S. No.	Case Details	Judge Name	Order Date	CAV	Judgement	Questions	Transferred	Download		
2	LPA/423/2019	HONOURABLE MR. JUSTICE ANANT S. DAVE HONOURABLE MR. JUSTICE BIREN VAISHNAV	19/02/2019	N	ORDER	-	Y	Download		
Connected Matters										
NO DATA FOR CONNECTED MATTERS										
Application / Appeal Matters										
NO DATA FOR APPLICATION / APPEAL MATTERS										
IA Details										
S. No.	CaseDetail	Status Name				Disposal Date				
1	CA/1/2019(FOR STAY)	PENDING				-				
2	CA/2/2019(FOR JOINING PARTY)	PENDING				-				
Office Details										
S. No.	Filing Date	Document Name	Advocate Name	Court Fee on Document		Document Details				
1	17/01/2019	MEMO	MR MRUGEN K PUROHIT(1224) for PETITIONER(s) ➡	50		-OHM ENTERPRISE				
2	17/01/2019	APPEARANCE NOTE	MR MRUGEN K PUROHIT(1224) for PETITIONER(s) ➡	0		-OHM ENTERPRISE				
3	17/01/2019	CERTIFIED COPY	MR MRUGEN K PUROHIT(1224) for PETITIONER(s) ➡	5		-OHM ENTERPRISE				
4	18/02/2019	CAVEATOR ADVOCATE COPY SERVED	MR VIMAL A PUROHIT(5049) for RESPONDENT(s) ➡	0		-AMRUT SHARADCHANDRA BHAGAT				
5	10/05/2019	APPEARANCE NOTE	GOVERNMENT PLEADER(1) for RESPONDENT(s) ➡	0		-STATE OF GUJARAT				
6	22/08/2019	VAKALATNAMA	MR APURVA R KAPADIA(5012) for RESPONDENT(s) ➡	5		-JAYBHIM DEVELOPERS,				
7	23/08/2019	VAKALATNAMA	MR AR GUPTA(1262) for RESPONDENT(s) ➡	5		-CHAMPABEN CHANDUBHAI RAJPARDHI				
8	23/08/2019	VAKALATNAMA	ADITYA A GUPTA(7875) for RESPONDENT(s) ➡	0		-CHAMPABEN CHANDUBHAI RAJPARDHI				
9	23/08/2019	VAKALATNAMA	MOHIT A GUPTA(8967) for RESPONDENT(s) ➡	0		-CHAMPABEN CHANDUBHAI RAJPARDHI				
Certified Copy										
S. No.	ApplicantName	Case Detail	ApplicationType	Application Date	UOLNumber	Order Date	Notify Date	Delivery Date	Status	Na Dc
1	MR MRUGEN K PUROHIT	R/LPA/423/2019	URGENT	20/02/2019	U/1046/2019	19/02/2019	20/02/2019	20/02/2019	CERTIFIED COPY ISSUED	OF
2	MR VIMAL A PUROHIT	R/LPA/423/2019	ORDINARY	25/02/2019	O/4696/2019	19/02/2019	26/02/2019	27/02/2019	CERTIFIED COPY ISSUED	OF
Lower Court Detail										
S.No.	Lower Court Case Detail		Lower Court Name		Judge Name		Judgment Date			
1	R/SCA/17812/2017		N/A		N/A		N/A			
FIR Details										
NO DATA FOR FIR DETAILS										

INDIA NON JUDICIAL
Government of Gujarat

S.R. No 2406..12022

MINAL A. THAKOR
NOTARY
GOVT. OF INDIA

26 MAR 2022



सत्यमेव जयते

Rs.

100

Certificate of Stamp Duty

Certificate No. : IN-GJ31575809345561U
Certificate Issued Date : 26-Mar-2022 12:55 PM
Account Reference : IMPACC (CS)/ gj13336919/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1333691995535353741207U
Purchased by : OHM ENTERPRISE PARTNER MANISH R PATEL
Description of Document : Article 14 Bond
Description : AFFIDAVIT
Consideration Price (Rs.) : 0
(Zero)
First Party : OHM ENTERPRISE PARTNER MANISH R PATEL
Second Party : Not Applicable
Stamp Duty Paid By : OHM ENTERPRISE PARTNER MANISH R PATEL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



KC 0032841832

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SERIAL 85500



એફિડેવિટ

આથી અમો એફિડેવિટ કરનાર ઓમ એન્ટરપ્રાઇઝ પેઢી વતી તેના ભાગીદારશ્રી મનિષ રમેશચંદ્ર પટેલ, ઉ.વ.આ.પુખ્તવયના, ધર્મે : હિન્દુ, ધંધો : વેપાર, રહે. ૧૫, કલાકુંજ સોસાયટી, નિલકંઠ મહાદેવ, ઘાટલોડિયા, અમદાવાદનાઓ ગુજરાત રેરા ઓથોરીટી સમક્ષ આ એફિડેવિટ કરી આપી અમારા ધર્મના સોગંદપૂર્વક જાહેર કરીએ છીએ કે...

અમારી ઓમ એન્ટરપ્રાઇઝ પેઢીની રાણીપ ખાતે આવેલ એફ.પી. નં.૧૬૧, ટી. પી. સ્કીમ નં.૦૩ (રાણીપ) વાળી જમીન ઉપર "OMKAR ENCLAVE" ના નામે રહેણાંકના ૨ BHK & ૩ BHK ના કુલ આશરે - ૧૬૦ ફ્લેટ્સ બનાવી રહેલા છીએ.

વધુમાં ગત તા.૨૪.૦૩.૨૦૨૨ના રોજ ગુજરાત રેરા રજીસ્ટ્રેશન માટે સુનાવણી દરમિયાન ગુજ. રેરા ઓથોરીટી દ્વારા આપેલ સુચનાના અનુસંધાને, સદર સ્કીમમાં ૫૦% ફ્લેટો હરીજન તથા અનુસુચિત જાતિ કે, સમાજના નબળા વર્ગના લોકોને ફ્લેટોનું વેચાણ કરવા માટે અગ્રીમતા આપવાની છે. અને તે સિવાયના બાકી રહેલ ૫૦% ફ્લેટોનું અમો પ્રમોટર્સ / બિલ્ડર્સ પોતાની મન - મરજી મુજબના બીજી અન્ય જાતિ, વર્ગ કે, સમાજના લોકોને વેચાણ તબદીલ કરીશું. તેવી આથી ખાતરી આપીએ છીએ.

સદર એફિડેવિટ અમોએ ગુજ. રેરા ઓથોરીટી સમક્ષ રજીસ્ટ્રેશન નંબર મેળવવા કરેલ છે. જે અમો ઓમ એન્ટરપ્રાઇઝ પેઢીને બંધનકર્તા છે અને રહેશે.

તારીખ : ૨૬.૦૩.૨૦૨૨

સ્થળ : અમદાવાદ

For, OHM ENTERPRISE


PARTNER

(મનિષ આર. પટેલ)



SOLEMNLY AFFIRMED
BEFORE ME


M. A. THAKOR
NOTARY
GOVT OF INDIA

26 MAR 2022





ભરતીય યુનિયન આધાર કાર્ડ

મરણીય રમેશભાઈ પટેલ
Rameshbhai Rameshbhai Patel
જન્મનું વર્ષ / Year of Birth : 1972
પુરુષ / Male

4500 9654 8050

આધાર - સામાન્ય માણસનો અધિકાર



Handwritten signature



આધાર
સંસ્થાનું:

S/O રમેશભાઈ ચંદુલાલ પટેલ,
૧૫, કલકુન્જ સોસાયટી, નીલકંઠ
મહાદેવ સામે, રત્નરાજ સોસાયટી
પાસે, ઘાટલોડિયા, અમદાવાદ
સીટી, અમદાવાદ, ગુજરાત,
380061

ભારતીય યુનિયન આધાર કાર્ડ
UNION INDIA AUTHORITY OF INDIA

Address:

S/O Rameshbhai Chandulal
Patel, 15, Kalakunj Society,
Opp. Nilkanth Mahadev, Nr.
Ratnaraj Society, Ghatlodia,
Ahmadabad City, Ghatlodia,
Ahmadabad, Gujarat,
380061



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P.O. Box No 1947,
Bengaluru-560 001

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Government of Gujarat



सत्यमेव जयते

S.R. No. 2617/2022

MINAL A. THAKOR
NOTARY
GOVT. OF INDIA

Rs.
100

11 APR 2022

Certificate of Stamp Duty

Certificate No. : IN-GJ36059863090823U
Certificate Issued Date : 01-Apr-2022 12:16 PM
Account Reference : IMPACC (CS)/ gj13336919/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1333691904403239268482U
Purchased by : OHM ENTERPRISE PARTNER MANISH R PATEL
Description of Document : Article 14 Bond
Description : AFFIDAVIT
Consideration Price (Rs.) : 0
(Zero)
First Party : OHM ENTERPRISE PARTNER MANISH R PATEL
Second Party : Not Applicable
Stamp Duty Paid By : OHM ENTERPRISE PARTNER MANISH R PATEL
Stamp Duty Amount(Rs.) : 100
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એડિડવિટ

આથી અમો એડિડવિટ કરનાર ઓમ એન્ટરપ્રાઇઝ પેઢી વતી તેના ભાગીદારશ્રી મનિષ રમેશચંદ્ર પટેલ, ઉ.વ.આ.પુખ્તવયના, ધર્મ : હિન્દુ, ધંધો : વેપાર, રહે. ૧૫, કલાકુંજ સોસાયટી, નિલકંઠ મહાદેવ, ઘાટલોડિયા, અમદાવાદનાઓ ગુજરાત રેરા ઓથોરીટી સમક્ષ આ એડિડવિટ કરી આપી અમારા ધર્મના સોગંદપૂર્વક જાહેર કરીએ છીએ કે...

અમો ઓમ એન્ટરપ્રાઇઝ પેઢીએ મામલતદાર (સાબરમતી) દ્વારા અમારી પેઢીની વેચાણ નોંધ (નં.૬૪૯૩) ના-મેજુર કરતા તા.૦૬.૦૬.૨૦૧૭ના હુકમ વિરુદ્ધ ગુજરાત હાઈકોર્ટમાં S.C.A.No.17812 / 2017 દાખલ કરેલ હતી; અને સદર SCAમાં હાઈકોર્ટના સિંગલ જજ દ્વારા તા.17.12.2018 ના રોજ 'સબ્જેક્ટ ટુ' નીચે જણાવેલ પેન્ટીંગ કેસોના નિકાલ આવે તે શરતે હુકમ કરી S.C.A.No.17812 / 2017 કેસ ડિસ્પોઝ કરી દીધેલ હતી.

અને આમ, સદર S.C.A.No.17812 / 2017 માં નામદાર ગુજરાત હાઈકોર્ટ દ્વારા ઉલ્લેખવામાં આવેલા તમામ પેન્ટીંગ કેસો ફાઈનલ ડિસ્પોઝ થઈ ગયેલા છે; જે અમો અમારા ધર્મના સોગંદ ઉપર જણાવીએ છીએ.

ક્રમ	કેસ નંબર	કેસ નિકાલ તારીખ
1	CS No.3991 / 1998 Before City Civil Court (Ahmedabad)	23-08-2019
2	RCS 287 / 2007 Before Additional Sr. Civil Judge (Mirzapur)	01-04-2019
3	Appeal No.27 / 2017 Before Additional Registrar (Appeal), Co-Op.	10-04-2019

આમ, ઉપર જણાવેલ તમામ કોર્ટ કેસોના આખરી નિકાલ થઈ ગયેલા છે; જે ફાઈનલ હુકમો અગાઉ આપ રેરા ઓથોરીટી સમક્ષ રજુ કરેલ છે; તે ઉપરાંત આજ રોજ આ એડિડવિટ સાથે ફરીથી રજુ કરીએ છીએ.

વધુમાં અમો રેરા ઓથોરીટીને આથી વધારાની બાઈંધરી આપીએ છીએ કે, ભવિષ્યમાં બીજા કોઈ અન્ય કેસોમાં પણ નામદાર કોર્ટ ઓમ એન્ટરપ્રાઇઝ પેઢી વિરુદ્ધ જે કોઈ હુકમ ફરમાવશે તેને અનુસરવા કાયદેસર બંધાયેલા છીએ.

તારીખ : ૦૧.૦૪.૨૦૨૨

સ્થળ : અમદાવાદ



For, OHM ENTERPRISE

PARTNER

(મનિષ આર. પટેલ)

SOLEMNLY AFFIRMED
BEFORE ME

MINAL A. THAKOR
NOTARY
GOVT OF INDIA

1 APR 2022