

OFFICE OF THE REGISTRAR COOPERATIVE SOCIETIES

GOVERNMENT OF NCT OF DELHI

OLD COURT BUILDING, PARLIAMENT STREET, NEW DELHI – 110 001

No. F./47/ARH/186-GH/u/s-Sec.61/RCS/2020/2770-71
C.D. No. 107623601

Dated: 17/08/2021

In the matter of :-

Smt. Sharda Gupta & others,

.....Complainant

Versus

The President/ Secretary,

..... Respondent

ORDER U/S 61 OF DCS ACT, 2003

A representation dated 12.10.2020 made by Smt. Sharda Gupta and 39 others from Central Delhi CGHS Ltd., against the Management Committee of Central Delhi Cooperative Group Housing Society Ltd., Plot No.1, Sector-XIV, Rohini, Delhi-110085.

Matter was examined and summons were issued to the complainants and the respondent society.

During hearing the complainants have submitted various documents/allegation therein many issues have been raised by them are as under:-

1. Mr. Mohanlal Dawer is indulged Mr. Varun Sawhney as temporary member of the society and further causing damage to the financial interests of the society by a dummy transaction of a flat sell to him at less than half of the market price. The whole deal was actually financed by Sh. Abhishek Dalmia Son the of the secretary Smt. Sharda Dalmia and ultimately the buyer of the said flat.
2. Sh. M.L. Dawer has been acting as the owner of the society and from his reply letter dated 15.09.2020 these are very serious allegations is in-fact admitted by him wherein some are original and regular members of the society and rest all are Power of Attorney holders of the original members and therefore not entitled to participate / interfere in the affairs of the society, without mentioning any provisions, rules, regulations.
3. Since our know knowledge/information there had been no elections or any meeting of general body/ AGM is held, as evident from the documents now received from

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Sh. Mohanlal Dawer via registrar office disclosing that the undersigned was also an elected member of the executive committee for the year 2018 onwards which is totally baseless and false claim and hereby proving his fraud nature and also proving that he randomly on paper make few of the members as elected executive members of the managing committee without the consent and knowledge of individuals in order to make his team on paper complete.

4. Complainants also submitted that they have completed all the formalities which comes under the provision of U/s 91 of DCS Act 2003, for the grant of membership but society is always refused to do so.

In this furtherance counsel of the respondent submitted point wise reply as are under:-

1. No inspection can be carried out on the issues for which specific remedy is available under the specific provisions of DCS Act, 2003 and DCS Rules, 2007. It is submitted that for challenging the election of committee or any office bearers the DCS Act, 2003 provide special and specific remedy U/s 70 of DCS Act, 2003 and therefore there cannot be any inspection or inquiry in a matter related to election. Similarly for transfer of membership or failure to transfer membership there are specific provisions in DCS Act and Rules which one must invoke and no inspection can be conducted in such matters/issues.
2. The Election which were held in the past including the last one in 2018 have attained finality as no one has ever challenged the same as per the procedure prescribed under the DCS Act, 2003 and DCS rules 2003 i.e by filing an arbitration case within 30 days of the declaration of the election result. Even the allegation of Smt. Sharda Gupta is false and after thought as her name is in the election report and her son, on behalf of her mother, had been providing his help in the society office work till march 2019. Later on he turned foe of the society for the reasons best known to him.
3. It is a matter of record that Central Delhi CGHS Ltd. for and on behalf of its members took loan from DCHFC and as a security the entire land and buildings of the society were mortgaged with the DCHFC vide registered loan agreement dt. 29.04.1986 and mortgage deed dt. 29.04.1986. As per the terms and conditions contained in clause 10(V) of the loan agreement and clause 8(i) (b) of the mortgage

deed clearly prohibits the society from enrolling new member and effecting transfer of flat and/or shares to new members.

Accordingly a summons has been issued to the Managing Director of DCHFC, and requested to depute any official from their department for clarification of above mentioned issues.

On 05.08.2021 Sh. Vipul Pankaj Sanghi, Counsel for the DCHFC. He has filed a reply which is taken on record. Further he has submitted that the society requested DCHFCL, to advance an initial loan Rs 56,37,800.00 towards construction of flats in Central Delhi CGHS Ltd., and DCHFCL extended the loan by executing a registered Mortgage Deed and a Loan Agreement both dated 29.04.1986 whereby the society mortgaged all its land, building, tenements etc., to DCHFCL and the members of the society were to occupy the dwellings only as licencees in lieu of the loan amount extended in addition to the interest to be paid as per the clauses of the above Mortgage Deed and Loan Agreement. Also further on 05.12.1989 and 07.05.1991, the society took an additional and infrastructural loan respectively vide a Deeds of and loan agreement thereby bringing the total principle liability of the society to Rs. 77,42,800.00 excluding the interest component. However, the final disbursed amount was to tune of Rs. 71,06,800.00. This mortgage was to continue till the final settlement of the loan extended by DCHFCL to the society and copies of Mortgage Deed and loan agreement both dated 29.04.1986 and of the Deeds of Further Mortgage dated 05.12.1989 and 07.05.1991 are supplied by the society which is kept in file and as per the terms and conditions contained in Clause 10(v) of the loan agreement and clause 8(i) (b) Not to admit new members and not to effect any transfers of flats and/or shares to new members without previous written permission of the mortgagee.

In the light of above submissions and after clarification the documents from the counsel of DCHFC, it is seen that the society is bounded in grant of membership to the members as per the terms and conditions contained in Clause 10(v) of the loan agreement and clause 8(i) (b) Not to admit new members and not to effect any transfers of flats and/or shares to new members without previous written permission of the mortgagee.

Further in matter of election of the society specific remedy U/s 70 of DCS Act, 2003 and therefore there cannot be any inspection or inquiry in a matter related to election. Similarly for transfer of membership or failure to transfer membership there are specific provisions in DCS Act and Rules.

Keeping in view of the above, the complaint did not provide any substantial documentary evidence/factor which may compel the respondent to undergo with an enquiry under Section 61 of DCS Act, 2003. Therefore complainant made by the complainants is dismissed.

The case is disposed off, accordingly.

The case file be sent to the concerned Assistant Registrar Cooperative Society / Section to keep the same on record.



(Ranjeet Singh)

Addl. Registrar Cooperative Societies

To

1. Smt. Sharda Gupta (Membership No. 163) & others, Central Delhi Cooperative Group Housing Society Ltd, Plot No.1, B-23, Sector-14, Rohini Delhi-110085.
2. President/Secretary, Central Delhi Cooperative Group Housing Society Ltd, Plot No.1, Sector-14, Rohini, Delhi-110085.
3. Computer Cell.
4. Guard file.



(Ranjeet Singh)

Addl. Registrar Cooperative Societies