

\$~37.

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

+ W.P.(C) 866/2019 and C.M. Nos.3915-16/2019

SMT. GOPAY MEHAR SINGH

..... Petitioner

Through: Mr. Deepak Mehar Singh, Advocate.

versus

REGISTRAR OF COOP SOCIETIES, GNCTD.

AND ORS.

..... Respondents

Through: Ms. Shobhana Takiar, Advocate for
respondents No.1 & 3.

CORAM:

HON'BLE MR. JUSTICE VIPIN SANGHI

HON'BLE MR. JUSTICE A. K. CHAWLA

ORDER

28.01.2019

%

The petitioner has preferred the present writ petition to assail the order dated 01.05.2017 passed by the Delhi Cooperative Tribunal in Appeal No.58/15/DCT. The said appeal had been preferred from the award made in Arbitration Case No.14/GH/DR/ARB/2014-15. The position which emerges from the record is that the General Body of the members of the respondent No.2 cooperative society passed a resolution on 29.09.2013 with regard to payment of maintenance charges by the flat owners/ occupants. The petitioner raised an objection, and on 25.10.2015, the General Body, once again, reaffirmed its decision of 29.09.2013. The petitioner – who is one of the residents and allottees of the flat, was not satisfied and sought to raise the dispute in arbitration. The crux of the resolution passed by the General Body was that the maintenance charges were payable commensurate with the area of the flat occupied by the occupants/ owners. The petitioner sought to contend that so far as the maintenance of the general areas is

concerned, the facilities are availed of equally by all the occupants irrespective of the areas of the respective flats, and therefore, the maintenance charges should be levied equally on all members with respect to the building maintenance. The Arbitral Tribunal rendered an award in favour of the petitioner. By the impugned order the appeal preferred by the respondent cooperative society and several of its members has been allowed.

The submission of learned counsel for the petitioner is that so far as the maintenance charges in relation to the specific flats are concerned, they may be levied differently but the general maintenance of the building should be shared equally by all the members irrespective of whether the accommodation is 2-bedroom or 3-bedroom.

We do not find any merit in this submission. Cooperative societies are run democratically and whatever the majority decision is, is binding on all members. Those decisions could be assailed only if they are shown to be inherently illegal or arbitrary or discriminatory. The rationale adopted by the general body of the respondent society cannot be said to be illegal or arbitrary. The maintenance charges have been fixed on the basis of the nature of accommodation held by each of the members. The same is also reflective of the paying capacity of the members.

We, therefore, do not find any reason to interfere with the impugned order. Dismissed.

VIPIN SANGHI, J

A. K. CHAWLA, J

JANUARY 28, 2019

B.S. Rohella