

BEFORE THE JOINT REGISTRAR COOPERATIVE SOCIETIES
LAHORE DIVISION LAHORE

Agha Sakhawat Ali Khan s/o Agha Salamat Khan r/o Nawan Kot Rustam Park New Shalimar Road, Multan Road, Lahore.

.....PETITIONER

VERSUS

The Pakistan Technocrats Cooperative Housing Society Ltd. Canal Garden Bank Road, Lahore through its President/ Secretary/ Managing Committee/ Administrator etc.

.....RESPONDENT

PETITION UNDER SECTION 54 OF THE COOPERATIVE SOCIETIES ACT, 1925 READ WITH RULE 32 OF THE CSR, 1927 ALONGWITH ALL OTHER ENABLING PROVISIONS OF LAW FOR SEEKING DIRECTIONS TO THE RESPONDENT REGARDING RESTORATION OF PLOT NO. 60 BLOCK-D PHASE-I AS WELL AS DECLARING THE LOCATION, TO HANDOVER PHYSICAL POSSESSION TO THE PETITIONER

Present: - (i) Mr. Kashif Shahzad, Advocate on behalf of the petitioner.
(ii) Mr. Rashid Khan Suri, Advocate on behalf of the respondent society.

ORDER

The above titled petition was filed before the Deputy Registrar Cooperative Societies Lahore under section 54 of the Cooperative Societies Act (CSA), 1925. Mandatory notices under Rule 32 of the Cooperative Societies Rules (CSR), 1927 were served upon the parties. None of parties appointed its arbitrator. The above titled petition was transferred to this forum in compliance of notification No. SO(E)4-14/66(P-IV) dated 25.02.2020 and the same is disposed off as Registrar.

2. The counsel for the petitioner stated that the petitioner became bonafide member of the society having membership No. 187. He deposited an amount of Rs. 30,000/- on 23.02.1991 vide receipt No. 1528. Consequently, the Management of the society allotted plot No. 60, Block-D, measuring 01-Kanal situated at Phase-I of the society. Thereafter, the petitioner many times visited the society office situated at 61-Main Market, White House, Shadmen-I, Lahore regarding possession of plot as well as awareness of development work of society but the then Secretary of the society always misguide the petitioner due to ulterior motives. The counsel for the petitioner prayed that the Management of the society may be directed to handover the physical possession of the plot No. 60, Block-D, measuring 01-Kanal to the petitioner. The petitioner is ready to pay all type of outstanding charges to the society. In case of non availability of the plot, the society may be directed to return the deposited amount of the petitioner alongwith 10% markup per annum from the date of deposit of amount.

3. In rebuttal, the counsel for the society filed written reply stating therein that the petitioner has not come with the clean hands. The petitioner intentionally concocted a false story just to get his ulterior motives and suppressed the actual and true facts. He contended that as per procedure of the society, the petitioner paid the said amount as booking of one Kanal plot in the society and paid part payment of the cost of land and he was under obligation to pay the balance amount within stipulated time. The counsel further contended that the petitioner is not a member of the society and never paid the full cost of land to any plot. Hence this court has no jurisdiction to entertain the petition.

4. Hearing of arguments and perusal of relevant record led this forum to conclude that the acknowledgement letter No. P.T.C.H.S-391 dated 23.02.1991 duly signed by Honorary Secretary General of the society clearly depicts that the petitioner paid an amount of Rs. 30,000/- on account of 1st installment as a cost of land against membership No. 187. The stance of the counsel for the society regarding the instant case about the issue of jurisdiction, does not fall under the ambit of Section 54 of the Cooperative Societies Act, 1925 hence, the same may be dismissed/ returned. The version of the counsel for the society does not carry legal weight as the sub Section (c) of the ibid Section clearly postulates that the matter between the society and the member is entitled to be heard under Section 54 of the Cooperative Societies Act, 1925.

5. It is worth mentioning here that the membership of the member cannot be cancelled without adopting the proper procedure laid down under Section 17-B of Cooperative Societies Act, 1925 and rule 45-A of the Cooperative Societies Rules, 1927. Further, the mandatory approval of the RCS, Punjab as required in the aforesaid section and rule had not been obtained by the respondent society which means that the petitioner is still member of the society. No doubt, the petitioner paid 1st installment as a cost of land out of three installments but it is also on the record that neither the society served any notice to the petitioner for payment of balance amount. Therefore, the Managing Committee through its President/ Secretary of the society is hereby directed to handover the physical possession of the plot No. 60, Block-D, measuring 01-kanal to the petitioner subject to the payment of all types of outstanding dues or refund the deposited amount to the petitioner regarding plot No. 60, Block-D, measuring 01-Kanal alongwith 10% per annum markup since the date of deposit to the date within two months of the issuance of this order.

6. The instant petition is disposed of with these directions.

**Joint Registrar
Cooperative Societies
Lahore Division Lahore**