

**IN THE COURT OF THE DEPUTY REGISTRAR COOPERATIVE
SOCIETIES LAHORE**

A.B.C.

.....PETITIONER

VERSUS

..... Cooperative Housing Society Ltd. office situated at Plat No.
..... Lahore through its Secretary.

.....RESPONDENT

Subject:- **PETITION UNDER SECTION 54 OF THE COOPERATIVE
SOCIETIES ACT, 1925**

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

ORDER

The above titled petition was filed before this forum 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 their arbitrators. Therefore, the instant petition is being disposed of as Registrar.

2. The counsel for the petitioner stated that the petitioner applied for plot measuring 02-Kanal vide application dated 21.04.1990 and paid an amount of Rs. 61500/- as membership fee, share money and advance cost of land vide receipt No. 000556 dated 30.04.1990. Consequently, the petitioner was enrolled as member of the society vide membership No. 575 and he was allotted plot No. 100, Block-H measuring 02-Kanal vide letter No. OCHS/GENL/90-515 dated 05.05.1990 against total consideration of Rs. 180,000/-. The petitioner paid an amount of Rs. 60,000/- as advance payment out of Rs. 180,000/- and moved to USA for the purpose of job. The petitioner approached the society many times for payment of outstanding dues and wrote letters from abroad but the same were returned undelivered. Subsequently, the Management of the society informed the petitioner on 02.09.2018 that the allotted plot No. 100 has been cancelled due to non payment and according to new formula, the petitioner was entitled to an allotment of 05-Marla plot instead of 02-Kanals. Moreover, the petitioner was informed through letter No. 3924 that the membership of the petitioner has also been cancelled in the result of Annual General Meeting held on 10.11.2019. The petitioner time to time approached the society for redressal of

grievances but all in vain. The counsel prayed that the plot No. 100, Block-H measuring 02-Kanal situated in the Lahore may be restored in the name of the petitioner and the possession letter regarding plot may be issued in the name of the petitioner.

3. The counsel for the society contended that plot No. 100 measuring 02-Kanal was allotted to the petitioner on 06.05.1990 subject to the payment of Rs. 180,000/- but the petitioner paid only an amount of Rs. 60,000/-. Thereafter, neither the petitioner appeared before the society office nor he submitted any amount in the account of the society. The Management of the society placed the matter of defaulters including the petitioner in the Annual General Meeting held on 28.11.2010 wherein it was decided to allocate a plot measuring 05-Marla to the defaulter members who deposited Rs. 60,000/- as cost of land subject to the submission of required "affidavit" and amount as desired by the society. The society made request with the petitioner vide letter No. 307 dated 09.04.2011 to submit "affidavit" alongwith an amount of Rs. 60,000/- but despite issuance of notices, the petitioner did not bother to submit required amount and affidavit. Consequently, the society placed the matter before the Annual General Meeting held on 10.11.2019 and the house approved the cancellation of memberships of defaulter members. The petitioner is a persistent defaulter of the society dues and he has no right to get any entitlement of the plot. The counsel prayed that the instant petition may be dismissed being filed without any merit, substance and force of law.

4. Hearing of arguments and perusal of relevant record, led this forum to conclude that the petitioner applied for plot measuring 02-Kanal in the

Lahore and in this regard, he paid an amount of Rs. 60,000/- as advance payment as cost of land on 30.04.1990. Consequently, the petitioner was allotted plot No. 100, Block-H vide letter No. OCHS/GENL/90-515 dated 05.05.1990 and he was directed to submit remaining amount of Rs. 120,000/- in four equal installments from 31.07.1990 to 30.04.1991. But, the petitioner did not approach the society for payment of balance amount and remained silent since allotment of plot despite issuance of notices. The Annual General Meeting held on 28.11.2010 offered him another chance to get plot measuring 05-Marlas but the petitioner did not avail the opportunity despite issuance of letter No. 307 dated 09.04.2011. Hence, the society on the basis of the decision made in Annual General Meeting held on 10.11.2019 cancelled the membership of the defaulters. No doubt, the Management of the society has no right to cancel the membership of the defaulters, rather Registrar Cooperatives Punjab is the competent authority to cancel the membership of the defaulters under Section 17-B of the Cooperative Societies Act, 1925 but, it is held

that the members who paid full cost of land and development charges are entitled for plot in Cooperative Housing Societies. The petitioner failed to fulfill the contractual obligations with regard to depositing the amount of the plot in question. Thus, the claim of the petitioner is not legitimate. The arguments, advanced by the counsel for the petitioner do not carry weight, substance and force of law, hence rejected. The Management of the society is hereby directed to make payment of Rs. 60,000/- alongwith 10% profit at simple rate since the date of deposit upto the date of payment through cross cheque to the petitioner within 30-days from the issuance of this order.

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

ANNOUNCED

Deputy Registrar
Cooperative Societies
Lahore