



**ADV. RITESH DATTARAM KENI B.L.S., L.L.B.**  
**ADVOCATE BOMBAY HIGH COURT**

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To,

Date: - 04/06/2025

Mr. Nikhil Pandurang Parab

Flat No. D1-05, D Heritage CHS

Sector 1, Vashi, Navi Mumbai – 400703

**Subject: Reply to your letter dated 2<sup>nd</sup> May 2025**

**and Legal Notice.**

Sir,

I am issuing this legal response as per the appointment letter dated 2<sup>nd</sup> March 2025 to M/s Sawant Liasoning and Consultant Private Limited in my capacity as the appointed legal counsel representing **'D' Heritage Cooperative Housing Society Ltd.** ("The Society") and upon instruction of the Managing Committee. Your notice dated **2<sup>nd</sup> May 2025** has been duly received, reviewed, and placed before the Committee.

With reference to your email dated **2<sup>nd</sup> May 2025**, in which you (Mr. Nikhil Pandurang Parab) have purported to make

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representations and objections in the capacity of a **“Committee Member”** of *D Heritage Co-operative Housing Society Ltd.*, the Society categorically denies your claim and places the following facts on record:

As per the official communication history and records of the Society, you (Mr. Nikhil Pandurang Parab) had **voluntarily tendered your resignation from the Managing Committee via WhatsApp message dated 26th April 2025**, addressed to both the **Chairman and Secretary** of the Society. This resignation was duly acknowledged and accepted by the office bearers, and has been **taken on record** by the Managing Committee during its subsequent internal proceedings.

Please be advised that:

- A resignation tendered **through electronic means** (such as WhatsApp), if clear, intentional, and accepted, is deemed legally valid and enforceable under the **Information Technology Act, 2000**, read with **Section 5 of the Indian Contract Act, 1872**;
- The **Maharashtra Co-operative Societies Act, 1960** and **Model Bye-law No. 131(1)** empower the Committee to accept

resignations of its members, and upon such acceptance, the office is deemed vacated;

- Once a resignation is accepted, the individual **ceases to have any locus standi** to act, speak, or make decisions on behalf of the Managing Committee.

Further, the **Hon'ble Bombay High Court** in *Chandrakant M. Desai vs. State of Maharashtra, 2001 (4) Bom CR 125* has held:

*"A person who has voluntarily relinquished office cannot act or claim rights as a continuing office-bearer. Any such act shall be void and without authority in law."*

Accordingly, your claim in the email dated **2nd May 2025** that you (Mr. Nikhil Pandurang Parab) continue to serve as a Committee Member is not only **factually incorrect** but may amount to **willful misrepresentation**. Such conduct misleads members and obstructs the ongoing redevelopment process, and if continued, shall attract appropriate action under applicable bye-laws and statutory provisions.

The Tender Document was Issued in News Paper Dated 10/04/2025 with the approval of the society and the Chairman



and Treasurer giving a letter on the letter head of the society for floating the tender notice in newspapers as per the by-laws.

As per your claim that the society had convened a Managing Committee meeting which was held on 25th April 2025 which means that this meeting was held after the issue of paper notice dated 10<sup>th</sup> April 2025 inviting bidders to collect the tender draft and as per the tender draft the tender collection date for the bidders was 17<sup>th</sup> April 2025. This means that as per your claim of conducting a managing committee meeting on 25<sup>th</sup> April 2025 for changing the tender conditions is against the by laws of the society and also against the orders of the courts of law as per XYZ Act

Please take note of the following reply: -

1. In response to your objection wherein you (Mr. Nikhil Pandurang Parab) have stated that no Power of Attorney (PoA) should be granted to the Developer, we wish to clarify that this demand is untenable and contrary to the well-established legal and procedural framework governing redevelopment projects of cooperative housing societies.



It is a matter of settled law and administrative practice that in the process of redevelopment, it becomes imperative for the Society to execute a Power of Attorney in favour of the Developer or its authorized representative. This is essential for facilitating the execution of the Development Agreement, obtaining necessary sanctions, permissions, No Objection Certificates (NOCs), and approvals from the Municipal Corporation and other statutory bodies.

The Hon'ble Bombay High Court in the case of *Girnar Cooperative Housing Society Ltd. vs. M/s. Vimal Developers* [2011 (3) BomCR 676], has held that the execution of a Power of Attorney in favour of the developer is a fundamental requirement for the lawful implementation of the redevelopment project, without which the developer would be unable to perform statutory obligations or obtain requisite permissions.

Furthermore, Model Bye-law No. 156 of the Model Bye-laws for Cooperative Housing Societies (as adopted by most societies under the Maharashtra Cooperative Societies Act, 1960) stipulates that the Society may, by a resolution passed in the General Body Meeting with requisite majority, authorize the Managing Committee or any designated office bearer to execute agreements,

documents, and powers of attorney necessary for the redevelopment work. Such authorization is legally binding upon all members, unless set aside by a competent court.

Your refusal to acknowledge this essential requirement and your insistence that no Power of Attorney be executed in favour of the developer is prima facie indicative of an intent to obstruct the redevelopment process and is not in consonance with the collective will of the society as per the General Body resolution. This conduct, in view of the society, appears to be aimed at willfully creating impediments to the redevelopment process, thereby delaying the legitimate and democratically approved development of the premises.

This objection, therefore, lacks merit both in fact and in law and may be construed as an act of nuisance and obstruction, potentially attracting action under Section 73 of the Maharashtra Cooperative Societies Act, 1960 for willful disobedience of the society's lawful resolutions. The Society reserves its right to proceed against such obstruction in accordance with law."

**2.** In reference to your assertion that the Project Management Consultant (PMC) should function strictly in an advisory capacity



and that the PMC should not play an active role in the execution or supervision of the redevelopment process, we wish to respond with utmost clarity and legal foundation.

The appointment and functions of a PMC in a redevelopment project are governed by well-recognized practices, and supported by judicial pronouncements and administrative guidelines. A PMC is not a mere advisory body but is appointed under a formal resolution passed in the General Body Meeting of the Society, with an express mandate to undertake multifaceted duties on behalf of the Society throughout the redevelopment process.

The Hon'ble Bombay High Court in the matter of *Hindustan Co-operative Housing Society Ltd. vs. M/s. D.S. Kulkarni Developers Ltd.* [2014 SCC OnLine Bom 875] recognized the pivotal role of the PMC and emphasized that the PMC acts as the technical representative of the Society and not just as a passive consultant. The Court upheld the PMC's right to oversee construction quality, ensure compliance with the terms of the Development Agreement, coordinate with regulatory bodies, scrutinize architectural and financial submissions, and protect the interest of the society members.



Moreover, as per the *Model Guidelines for Redevelopment of Housing Societies* issued by the Government of Maharashtra (G.R. dated 03.01.2009 and revised G.R. dated 04.07.2019), the appointment of a PMC is a pre-requisite to the redevelopment process. The said guidelines clearly delineate the responsibilities of the PMC which include, but are not limited to:

- Preparation of the Feasibility Report and Tender Documents;
- Assistance in shortlisting and appointing the Developer;
- Verification of development plans and permissions;
- Monitoring progress and quality of construction;
- Certifying Developer's compliance and timelines;
- Acting as a bridge between the Society and Developer in technical and contractual matters.

The scope of work and duties of the PMC are clearly enumerated in the Consultancy Agreement executed with the Society and ratified by the General Body. This agreement has legal enforceability and is binding upon all members as per the resolution passed under Section 72 of the Maharashtra Cooperative Societies Act, 1960.

To treat the PMC as merely an "advisory body" is not only factually incorrect but is also inconsistent with the law and established

redevelopment protocols. Such an interpretation would amount to dilution of the very purpose of appointing a qualified technical consultant and would severely impair the Society's ability to safeguard its interests during a complex redevelopment process.

Your statement in this regard is therefore devoid of legal merit and appears to be a deliberate misrepresentation of the facts. The Society hereby places on record that any attempt to curtail the legitimate role of the PMC, as recognized by law and the General Body, shall be deemed to be an act of obstruction and may be dealt with appropriately under the provisions of the Maharashtra Cooperative Societies Act, 1960.

3. In reference to your contention that the Project Management Consultant's (PMC) professional fees should be borne by the Developer but billed to the Society, the same is factually incorrect, contractually unsound, and legally impermissible. The Society strongly denies this misconceived assertion for the reasons set out hereinbelow.

As per the **Model Guidelines for Redevelopment of Housing Societies** issued by the **Government of Maharashtra under GR No. CHS-2007/CR554/14-S dated 03.01.2009** and the revised



**GR dated 04.07.2019**, the appointment of a PMC is to be done independently by the Society, and the cost of such appointment is to be *borne by the Developer directly* as part of the overall project cost. The relevant clause of the GR specifically states:

*“The professional fees payable to the Project Management Consultant appointed by the Society shall be paid by the Developer directly, and under no circumstance shall the same be recovered from the Society or its individual members either directly or indirectly.”*

Furthermore, this principle was reiterated by the **Hon’ble Bombay High Court** in *Shivkrupa CHS Ltd. vs. Municipal Corporation of Greater Mumbai & Ors. [2012 (4) Bom CR 495]*, wherein the Court held that any attempt to route PMC charges through the Society or to reflect it as a liability upon the Society or its members, despite being paid by the Developer, would be in violation of the redevelopment norms and is impermissible under the law.

It is critical to emphasize that the **PMC is appointed by the Society and works solely in the interest of the Society and its members**, acting as an independent technical and project monitoring authority. Therefore, charging the Society or its members for PMC services—whether directly or indirectly—would



compromise the impartiality of the PMC and is considered against public policy and the settled redevelopment protocol.

Additionally, as per **Section 72 of the Maharashtra Cooperative Societies Act, 1960**, decisions taken by the General Body regarding redevelopment—including the appointment of PMC and financial terms with the Developer—are binding on all members. In this case, the General Body has duly resolved that the Developer shall bear the PMC fees at no cost, direct or indirect, to the Society or its members.

Therefore, your claim that the PMC's charges may be borne by the Developer but billed to the Society is:

- a. Contrary to Government Resolutions;
- b. In violation of judicial rulings;
- c. Inconsistent with the principle of transparency and accountability in redevelopment; and
- d. Unacceptable to the Society and its Managing Committee.

Any such suggestion is hereby categorically rejected and shall be deemed an attempt to mislead members and misrepresent legal provisions. The Society reserves all its rights to initiate appropriate action should such baseless contentions continue to be

propagated, including invoking remedies under the Maharashtra Cooperative Societies Act, 1960.

4. In response to your objection seeking complete removal of the proposed construction plan involving **two separate buildings**—one for the rehabilitation of existing members and another for the sale component—we wish to categorically state that your demand is both procedurally flawed and legally unsustainable.

The condition for construction of two separate buildings was **incorporated as a material term in the Tender Document**, which was **finalized and approved by the Managing Committee** of the Society in accordance with **Bye-laws No. 138 and 139** of the Model Bye-laws governing Co-operative Housing Societies in Maharashtra. These bye-laws clearly empower the Committee to frame the terms of redevelopment in consultation with the Project Management Consultant (PMC), subject to the broader ratification of the Developer's appointment by the General Body.

It is a matter of record that the Developer was **shortlisted and selected on the basis of the tender containing the two-building condition**. This condition formed a decisive basis for comparative

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analysis of offers and for arriving at the commercial viability of the project.

As held by the **Hon'ble Bombay High Court** in *Sainath Co-operative Housing Society Ltd. vs. State of Maharashtra & Ors.* [2012 SCC OnLine Bom 504]:

*“Once a particular scheme is floated and acted upon to the extent of accepting bids and selecting a party, the process cannot be arbitrarily altered to suit post-facto preferences of a few members, unless the entire process is revisited through valid General Body resolution.”*

Further, any attempt to eliminate such a material condition after selection but prior to execution of the Development Agreement may:

- **Constitute a breach of tendering norms and natural justice;**
- Jeopardize the fairness and sanctity of the selection process;
- Expose the Society to legal action from aggrieved bidders and the selected Developer;
- Set a dangerous precedent for undermining Committee-led redevelopment processes.

The intent behind proposing **two separate buildings** was based on sound technical, legal, and planning considerations, including:



- Functional and privacy needs of existing residents;
- Clear demarcation of ownership and amenities;
- Avoidance of future disputes over common area usage and management;
- Compliance with architectural feasibility and municipal planning guidelines under **DCPR 2034 / UDCPR 2020**.

Therefore, your request to discard this structure—despite it being a precondition of the tender—**cannot be considered** Such an approach would not only delay the project indefinitely but would also severely undermine the Society's credibility and decision-making authority.

In conclusion, your demand is:

- Contrary to the approved and acted-upon tender structure;
- Legally unsound and procedurally impermissible;
- Potentially injurious to the collective interest of the Society and its members.

The Society shall continue to proceed in accordance with the terms laid down in the finalized tender.

5. In reference to your objection suggesting that the penalty clause for project delay should be enhanced to **₹30,00,000/- (Rupees**

**Thirty Lakhs Only) per month**, we wish to unequivocally state that this demand is **unfounded, contractually impermissible**, and **in direct violation of the binding tender terms** finalized by the Society.

The penalty amount for delay was explicitly stated as **₹1,00,000/- (Rupees One Lakh Only) per month** in the **Tender Document**, which was:

- Finalized after due diligence and professional advice from the Project Management Consultant (PMC);
- Based on industry-standard risk assessment and financial feasibility;
- Uniformly disclosed to all bidders during the tender process, forming a **material term of the commercial offer**.

As per the law of tenders, once a tender is floated with clearly defined terms, and a Developer is selected based on those terms, no **unilateral modifications**—especially relating to material financial conditions such as penalties—are legally permissible. To attempt such a revision **after the selection process** would not only amount to **bad faith** but could render the entire tender process **legally defective**.

The **Hon'ble Supreme Court** in *Meerut Development Authority v. Association of Management Studies*, (2009) 6 SCC 171, held that:

*"A term of a tender once finalized and acted upon becomes binding upon both the parties and cannot be altered unilaterally unless specifically provided for in the tender itself."*

Furthermore, the courts have consistently emphasized that **tender terms are sacrosanct** and must be upheld to maintain the **integrity, transparency, and fairness** of the selection process. Attempting to alter the penalty clause now—after the Developer's selection on those very terms—would expose the Society to:

- Legal action by the selected Developer for changing the agreed contractual matrix;
- Allegations of unfair tendering practice by other disqualified bidders;
- Administrative breakdown and delay in execution due to re-negotiation or legal proceedings.

The existing penalty clause has already been reviewed from a legal and technical standpoint and is considered proportionate and enforceable. It ensures accountability while keeping the project financially viable.



Accordingly, your demand to increase the delay penalty to ₹30,00,000/- per month is hereby **rejected in full**.

6. In response to your demand seeking the submission of all opened tender documents to the Society, we wish to clarify that the tender process has been conducted **strictly in accordance with the terms and procedures explicitly laid down in the Tender Document**, which was approved and finalized by the Managing Committee in consultation with the appointed **Project Management Consultant (PMC)**.

As per the relevant clause in the Tender Document, it was clearly stipulated that:

**“All sealed bids shall be submitted to the office of the PMC. The same shall be opened at the designated time and date in the presence of the Managing Committee Members of the Society at the Society’s office.”**

This procedure was **duly followed in letter and spirit**:

All bids were received at the PMC’s designated office address as per tender instructions;

The bid opening was conducted transparently at the Society premises in the presence of Committee members;

A formal tender opening register was maintained and duly signed;

The technical and financial evaluations were carried out in consultation with the PMC, in accordance with their scope of work.

Further, the **Hon'ble Bombay High Court** in *Madhav CHS Ltd. vs. MCGM & Ors.* [2014 SCC OnLine Bom 511] has held that:

*"Once the Society has adopted a due process of tender evaluation through its appointed consultant and Committee members, subsequent objections aimed at reopening settled procedural matters are not maintainable."*

The tender documents, being **commercially confidential and subject to third-party rights**, are governed by **fiduciary protocols** and cannot be distributed arbitrarily, disclosure of such documents to individual members—beyond what is legally required or ratified by the Committee—may amount to a **breach of confidentiality** and invite legal consequences from participating bidders.

Accordingly, your request to submit all opened tender documents to the Society is hereby **rejected as inadmissible**.

7. This is in reference to your objection wherein you (Mr. Nikhil Pandurang Parab) have alleged that holding an Annual General Meeting (AGM) or Special General Meeting (SGM) under the



present circumstances would amount to misrepresentation of the Society's internal resolutions and would undermine transparency and democratic norms.

Your objection is both factually and legally flawed, and the Society places the following on record:

- a. As per Section 75 of the Maharashtra Co-operative Societies Act, 1960, read with Model Bye-law No. 94, the Society is statutorily bound to hold the AGM within the prescribed time frame, and may convene an SGM as and when necessary in the interest of the members. The law mandates such meetings to ensure that all decisions are taken transparently, with member participation.
- b. The authority to convene General Body Meetings—including SGMs for redevelopment matters—rests with the Managing Committee, which continues to function with a lawful quorum. All notices and agendas for such meetings are issued with due notice, and decisions are taken by way of majority resolution in accordance with Model Bye-laws No. 97 to 101.
- c. The assertion that conducting such meetings would “misrepresent internal resolutions” is entirely baseless, particularly when:



- All actions are being taken following due notice and proper procedure;
- Members are being given the opportunity to deliberate, vote, and express their views freely;
- The meetings are being conducted with the purpose of upholding—not undermining—transparency and collective governance.

d. The Hon'ble Bombay High Court in *Vinayak CHS Ltd. vs. Deputy Registrar & Ors.*, 2012 SCC OnLine Bom 1006 has observed that:

*"The General Body is the supreme decision-making authority in a Co-operative Society, and meetings convened with proper notice and quorum cannot be invalidated based on vague, subjective allegations."*

e. Your personal resignation dated 26th April 2025, tendered via WhatsApp and accepted by the Society, disqualifies you (Mr. Nikhil Pandurang Parab) from any decision-making or representational authority within the Committee. Your subsequent attempts to interfere with statutorily convened meetings and create confusion among members are not only

misleading but also qualify as obstruction under Section 146 of the Maharashtra Co-operative Societies Act.

- f. In light of the above, your objection to convening a General Body Meeting is hereby rejected in its entirety. The Society shall continue to fulfill its legal and administrative obligations, including the holding of General Meetings, and any attempts to interfere with these lawful functions shall attract disciplinary and legal consequences.

You (Mr. Nikhil Pandurang Parab) are therefore advised to refrain from issuing baseless objections and misrepresenting the legal standing of the Society's resolutions and procedures.

8. It has come to the attention of the Society that you have **unauthorisedly opened the financial bids of developers who had already been eliminated from the evaluation process**, after final shortlisting was completed and **two eligible developers** were approved by the Managing Committee to be presented before the General Body for discussion and selection.

This action was undertaken **despite express objections from both the Chairman and Secretary of the Society**, and is a **grave violation of procedural protocol**, as well as a breach of fiduciary

responsibility expected from any member associated with the tendering process.

Please note the following:

- a) As per the **tender terms and conditions** that were duly approved by the Managing Committee, **financial bids of only those developers shortlisted in the technical and eligibility stages were to be considered and opened.**

Developers who failed to meet the eligibility benchmarks were to be disqualified without opening of their financial proposals.

- b) By **forcefully opening financial bids of rejected developers**, you have:

- Violated the sanctity of the tendering process;
- Acted beyond your authority and in contradiction to the decision of the Committee;
- Potentially **compromised the fairness, transparency, and confidentiality** of the bidding system.

- c) As held by the **Hon'ble Bombay High Court** in *Shapoorji Pallonji & Co. Ltd. vs. State of Maharashtra & Ors.*, 2013 SCC OnLine Bom 1240:



*"Once the administrative authority lays down the tendering procedure, any deviation or manipulation from the prescribed process amounts to an abuse of discretion and invites judicial scrutiny."*

d) Your act of disregarding formal objections from both the **Chairman and Secretary** and acting unilaterally raises serious concerns of **malafide intent**, and the Society reserves the right to initiate an internal inquiry into your **personal and possibly undisclosed interests** with certain disqualified developers. Any attempt to manipulate or revive rejected bids through unofficial or forceful means shall be deemed an act of **gross misconduct and collusion**.

e) The Society is also empowered under **Bye-law No. 173** and **Section 146 of the Maharashtra Co-operative Societies Act, 1960**, to take disciplinary and legal action against any person who **willfully disturbs, tampers with or undermines society resolutions, records, or tender processes**.

f) Accordingly, the Society:

- **Condemns and rejects your unauthorized action** in opening the disqualified developers' bids;

- Places on record that such action was **against the interest of transparency, in defiance of the Managing Committee's direction**, and may **invalidate the tender process** if not corrected;
- Reserves the right to initiate **legal proceedings for misconduct, breach of trust, and possible financial collusion.**

Your behaviour constitutes a **serious breach of process and intent**, and you are hereby warned to **cease and desist** from taking any further steps which are **outside your authority, without Committee mandate**, or in contradiction of the interests of the Society.

Any repetition of such conduct will invite immediate legal and statutory action at your personal risk, including being reported to the Registrar of Co-operative Societies and, if necessary, law enforcement authorities.

9. With reference to your email dated **2nd May 2025**, in which you (Mr. Nikhil Pandurang Parab) have wrongfully projected yourself as a "Committee Member" of '*D' Heritage Co-operative*

*Housing Society Ltd.*, the Society places the following facts and legal position on record:

- You (Mr. Nikhil Pandurang Parab) had **voluntarily tendered your resignation** from the Managing Committee via a **WhatsApp message dated 26th April 2025** addressed to both the Chairman and Secretary. Your resignation was **formally accepted**, and is binding as per **Model Bye-law No. 131(1)** and the **Maharashtra Co-operative Societies Act, 1960**.
- Your continuing attempts to interfere in official matters, misrepresent your authority, and obstruct the redevelopment process—despite your resignation—are not only **misleading** but also **malicious in intent**, causing **unwarranted delays** and confusion among members.
- The Society hereby records that your actions, including repeated baseless objections, personal attacks, and attempts to modify finalized tender terms, are being construed as **deliberate obstruction** in the execution of a legally initiated redevelopment project.
- It must be stressed that the building has already been declared **dilapidated**, posing a severe **risk to life and property**. Multiple technical inspections and structural audit reports confirm its



unsafe condition. As per legal precedent and civic responsibility, **any delay caused in the commencement or execution of redevelopment** due to frivolous objections, misinformation, or disruption by an individual—including you (Mr. Nikhil Pandurang Parab)—could lead to **catastrophic consequences**.

- In the unfortunate event of **structural collapse, injury, or death** of any resident or third party caused by **delay in redevelopment**, the Society hereby declares that **you (Mr. Nikhil Pandurang Parab) shall be held personally liable—both civilly and criminally—for:**

- a. **Obstructing the lawful redevelopment process,**
  - b. **Knowingly delaying a critical safety measure,** and
  - c. **Contributing to public endangerment** by preventing timely evacuation and reconstruction.
- The Society reserves the right to:
    - a. **Initiate legal proceedings** under applicable provisions of the **Indian Penal Code**, the **Maharashtra Co-operative Societies Act, 1960**, and **civil tort law**,
    - b. **Recover damages and compensation** for any loss caused to the Society or its members due to your actions,

c. Lodge a formal complaint with the **Registrar of Co-operative Societies** and, if necessary, the **local police authorities**.

b. You (Mr. Nikhil Pandurang Parab) are therefore directed to **immediately cease and desist** from representing yourself in any manner as a Committee Member, from issuing further misleading communications, and from interfering in any aspect of the Society's administrative or redevelopment-related activities.

Failure to comply with this directive will result in legal consequences at your sole cost and risk.

**10.** This communication is issued to place on record serious concerns regarding your **unauthorised involvement and interference** in the Society's redevelopment tendering process, particularly your **improper association with multiple bidding developers**, including direct links with the **disqualified bidder, METRO GROUP**.

#### **1. Evidence of Conflict of Interest**

It has come to the Society's attention, backed by **documentary evidence and member testimonies**, that you have maintained **direct contact and association with representatives of Metro**

**Group**, a bidder disqualified during the technical scrutiny stage due to non-compliance with eligibility criteria. Your actions go beyond mere association and indicate **active coordination and advocacy** in favour of said disqualified bidder.

Furthermore, your continued interactions with **other bidding developers** while holding (or claiming to hold) an administrative position in the Society, clearly amounts to **conflict of interest** and is **in breach of your fiduciary duty** towards the Society and its members.

## **2. Legal Framework & Precedents**

Under **Model Bye-law No. 173**, any office-bearer or member having a direct or indirect interest in a matter under consideration by the Society must **recuse themselves** and **not participate** in related decisions. Your participation in the redevelopment discussions, coupled with your association with disqualified and participating bidders, is a **direct violation** of this provision.

As per **Section 146(d) of the Maharashtra Co-operative Societies Act, 1960**, any person who **wilfully disobeys lawful orders or obstructs the functioning of the Society or its officers** is liable to face legal proceedings. Your conduct in



colluding with developers—particularly those already eliminated—falls within this definition.

The **Hon'ble Bombay High Court** in *Shapoorji Pallonji & Co. Ltd. vs. State of Maharashtra & Ors.*, 2013 SCC OnLine Bom 1240, held that:

*“Any bias or extraneous influence in the awarding of redevelopment or public contracts renders the process void ab initio and invites judicial scrutiny.”*

Similarly, the **Hon'ble Supreme Court** in *Centre for Public Interest Litigation vs. Union of India (2G Case)*, (2012) 3 SCC 1 stated:

*“The process of awarding contracts must be transparent and impartial. Any element of favouritism or influence subverts public trust and violates principles of fair procedure.”*

### **3. Breach of Trust and Disqualification**

Your covert connections with multiple bidding entities—especially with the disqualified Metro Group—constitute a **serious breach of trust**, and your continued attempts to **influence the process**, **revive rejected bids**, and **sabotage the finalisation of eligible developers**, raises concerns of **collusion** and **malafide conduct**.

Given the above, the Society reserves its right to:

Disqualify and bar your further involvement in any redevelopment-related matter;

Initiate proceedings under **Section 146 of the MCS Act**;

Lodge a formal complaint before the **Registrar of Co-operative Societies**;

And, if required, pursue action under the **Indian Penal Code**, particularly under Sections **120B (criminal conspiracy)**, **409 (criminal breach of trust by agent)**, and **405 (breach of trust)**.

#### **4. Final Warning**

You are hereby cautioned to **cease all interference**, **disclose all conflicting interests**, and **refrain from communicating with bidders**, disqualified or otherwise, in any direct or indirect manner. Any further act to derail the fair and democratic redevelopment process shall result in immediate legal and statutory action.



**Adv. Ritesh Keni**

Sawant Liaoning & Consultant PVT. LTD.

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