IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 17444 OF 2024

Abdul Hamid Kalander Khan ...Petitioner

Versus

1. Kamruddin Industrial Premises
Co-Operative Society Ltd.,

2. State Of Maharashtra,

3. Deputy District Registrar-2,
Kokan Bhavan, Navi Mumbai

4. M/s Metro Development Corporation,

5. Smt. Shanaaz M. Kumar,

6. Kamrunnisa Khaliuddin Shaikh,

7. Pratap Govindlal Paradia and
Shri.Udayraj Chauhan,

8. M/s. Surendra Engineer,
Through Shri. Bhupendra Singh

9. Shri. Ayyub Khan,

10. Rashidabi Mohammed Shaikh,

11. Abdul Hamid Kalander Khan,

12. Rabiya Gulam Mohammad Dadan,

13. Bright Engineering Works,

14. Shri. Wazid Asudhullah Khan,

15. Smt. Shamla Vasudevan,

16. Smt. Anis Umer Sirgaonkar,

17. Smt. Saket Babubhai Patel,

18. Shri. Rakesh Madhavji Bhanushali,

19. Shri. Hussain Shaikh,

20. Shri. Anis Umer Sirgaonkar,

21. Shri. Abdul Irsad Shaikh,

22. Smt. Priya Bhandarkar,

23. Shri. Prabhushankar S Purohit,

24. Shri. Tauheed Bhai ...Respondents

Mr. Rohit D. Joshi, *Advocate for Petitioner.*

Mr. Y.R. Mishra *a/w Upendra Lplegaonkar & Sachidanand T. Singh, Advocates for Respondent No.1.*

Ms. Alisha Lambay *a/w Safa Diwan, i/b Lambay & Co., Advocates for Respondent No.4.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE: JULY 8, 2026

Judgement :

1. Rule. Made returnable forthwith and by consent of parties, taken up for final hearing.

Context and Factual Background:

2. This Writ Petition has been filed by the Petitioner, Abdul Hamid Kalander Khan ("***Khan***") challenging an order dated July 31, 2024 by which, the Competent Authority under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("***MOFA***") has granted deemed conveyance for property admeasuring 5306.50 square metres, which is comprised in Survey No.52, Hissa No.16 (1 to 5); and Hissa No.22 and CTS Nos.678, 678 (1 to 5) located in Village Mohili, Taluka Kurla, Mumbai ("***Subject Property***").

3. Khan claims to own a separate standalone stable structure and land assessed by municipal taxes equivalent to ~209 square meters situated in CTS No.678/1 and 678 (part) ("***Petitioner Property***") that evidently forms part of the Subject Property.

4. Khan's predecessor, Mr. Kalandar Khan, is said to have been a protected tenant with respect to the Petitioner Property while the original owner of the Subject Property was the landlord, Mr. Kamruddin Ali Sher ("***Kamruddin***"). A general power of attorney is said to have been executed between Kamruddin and his daughter Shehnaz M. Kumar ("***Shehnaz***") vesting Shehnaz with powers to sell, transfer and mortgage Kamruddin's properties and to sign agreements and accept monetary consideration on Kamruddin's behalf.

5. Khan claims to have purchased ownership right, title and interest in the Petitioner Property for valid consideration under an Agreement of Ownership dated April 3, 2001. Kamruddin is said to have granted a general power of attorney dated April 12, 2001 in favour of Khan to complete all formalities before the revenue authorities. On the same date, Kamruddin also executed an affidavit dated April 12, 2001 confirming the mutation of Khan's name in the revenue records.

6. On February 16, 2002, the revenue authorities mutated the name of Khan in the revenue records in respect of the Petitioner Property. However, Khan contends that in the Agreement dated April 3, 2002 reference to Survey No.678 (part) was left out. Therefore, he would submit that a deed of rectification was executed and registered on February 4, 2004. Khan contends that Khan's title to the Petitioner Property has not been challenged in any Court of law till date.

7. On August 31, 1996, the Subject Property was sold by Kamruddin to Respondent No.4, M/s Metro Development Corporation ("***Metro***"). Khan contends that on December 19, 2006, a Deed of Rectification between Kamruddin and Metro was executed to rectify the indenture dated August 31, 1996 to exclude the Petitioner Property admeasuring ~209 square metres.

8. On July 14, 2000, Khan contends, the owners of their respective industrial units erected on the Subject Property formed Respondent No. 1, Kamruddin Industrial Premises Cooperative Society Limited ("***Society***"). He would submit that the area covered by the members of the Society constitutes 4,182 square meters comprising 32 units, but that these members allegedly suppressed the fact that the Subject Property had been sold by Kamruddin to Metro on August 31, 1996. The Society filed an Application under Section 11(3) of MOFA seeking deemed conveyance for an area of 5420.37 square metres which was resisted by Khan. On May 2, 2019 the Society was permitted to withdraw the Application with liberty to file the same afresh.

9. A fresh Application, seeking conveyance on the property admeasuring 5306.50 square metres was filed by the Society. On August 5, 2021, the Competent Authority allowed the Society's Application and granted deemed conveyance in relation to 5306.50 square meters. Khan filed a Recall Application on August 20, 2021 raising objections about including the Petitioner Property within the ambit of the grant of deemed conveyance. On August 27, 2021, the Competent Authority issued a Corrigendum excluding the Petitioner Property from the total area directed to be conveyed to the Society.

10. The Society filed Writ Petition No.2431 of 2022 ("***WP 2431***") challenging the Corrigendum dated August 27, 2021 ("***Corrigendum***"), by which the

Petitioner Property was excluded. WP 2431 was disposed of and by an order dated June 10, 2024, on administrative law considerations, quashing and setting aside the Corrigendum and directing the Competent Authority to pass a fresh order after granting an opportunity of hearing to all concerned parties.

11. On July 31, 2024, the Impugned Order was passed restoring the original deemed conveyance in favour of the Society in respect of the entire 5306.50 square metres which includes the Petitioner Property, in favour of the Society.

Contentions of Parties:

12. Against this backdrop, I have heard Learned Advocates for the respective parties and with their assistance, examined the record.

13. Khan would contend that the very Application by the Society deserved to be dismissed on the ground of suppression of material facts which, to the Society's knowledge, would show that Khan had title to the Petitioner Property. He would submit that the Petitioner Property is distinct and independent of the larger Subject Property, which Khan has been in possession of since 1958 – initially in the capacity of a protected tenant, and thereafter as an owner – and that even the land revenue records would indicate this fact. Both Kamruddin and Metro, Khan would contend, have accepted his ownership over the Petitioner Property and even as per the

Society's own case, when the Society was registered, its entitlement was limited to an area measuring 4,182 square meters and therefore, there was no basis for the Society to claim a deemed conveyance over a larger area and including in it, the Petitioner Property.

14. Khan would contend that upon all these facets being shown to the Competent Authority, it ought to have applied its mind before passing the Impugned Order to the documents brought to bear by none other than the Society, namely, Commencement Certificate of 1962; Completion Letter of 1964; and Architect Certificate dated July 14, 2000, which clearly show that the entitlement of the Society is far lesser than the area claimed by it in the Application. Khan would also rely upon the survey map to indicate that the Petitioner Property is independent of the structures of the Society and there was no question of sweeping it into the certificate granting deemed conveyance. Even the Architect Certificate dated December 19, 2019 produced by the Society would indicate that construction had been carried out only on an area measuring 4824.55 square meters.

15. Therefore, Khan would contend that the Corrigendum initially issued was accurate and factored in Khan's entitlement. In a nutshell, the contention is that the Competent Authority was not obliged to issue a certificate whenever sought, regardless of the factual matrix. Therefore, Khan would contend that

the Impugned Order deserves to be quashed and set aside, owing to non-application of mind on the part of the Competent Authority.

16. In sharp contrast, the Society would contend that Kamruddin, the original owner was entitled to land admeasuring 5974.55 square metres and on July 1, 1974, the Municipal Corporation of Greater Mumbai (MCGM) sanctioned plans for development of the same and from the aforesaid area of 5974.55 square metres road setback of 236.75 square metres had been deducted and the net permissible built up area constituted 5735.83 square metres and in terms of the sanctioned plan, construction of 5735.83 square metres was permitted. Industrial building was constructed titled, Kamruddin Industrial Estate consisting of 35 industrial units and utilising the plot area of 5306.50 square metres. The Society would contend that all the 35 industrial units were transferred to different purchasers sometime in 1975-76 with all such transfers being executed by newly registered documents.

17. The Society would contend that on August 31, 1996, Kamruddin allegedly sold the property to Metro despite unitholders having acquired the industrial units developed and sold to them. Kamruddin is said to have vanished in 1997 and upon remaining untraceable for the statutory seven-year period, was declared dead. The Corrigendum had been issue without hearing the Society and was therefore set aside in disposal of WP 2431, the Society

would point out. The Competent Authority then heard all the parties and passed an order that is consistent with the statutory mandate of MOFA in directing the deemed conveyance to be granted to the Society, the Society would submit, contending that the claim by Shehnaz and Khan of having executed an agreement, even if accepted, would never convey ownership of the land to Khan and it could only be ownership of the structure, as indeed is the case with multiple members of the Society.

18. Metro would contend that the Conveyance Deed dated August 31, 1996 executed in its favour by Kamruddin was duly registered with the Sub-Registrar of Assurances and that conveyance would cover 5306.50 square metres along with the structures standing thereon. The ground coupled with two floors spread over 32 units involving 20 tenants formed subject matter of such conveyance according to Metro, which would rely on a list of tenants who occupy the premises in the Society to contend that all the tenants had been duly informed about the conveyance and even letters of attornment had been obtained. A Deed of Rectification dated December 19, 2006 was executed between Kamruddin and Metro, rectified the total area to 5097.50 square meters. Therefore, Metro would contend that it was behind the back of Metro that tenants of Kamruddin proceeded to register the Society claiming ownership of the units held by them as tenants on the basis of allegedly forged

and fabricated documents entered into without the consent or knowledge of Metro.

19. Metro also relies on a letter dated August 31, 2019 written by the Society's advocate to Metro addressing it in the capacity of an owner, thereby indicating that to the Society's knowledge, Metro had ownership interest in the Subject Property. Despite this correspondence having been shown to the Competent Authority, it is contented that the same has not been dealt with. Likewise, Metro contends that property taxes until 2013 over the Subject Property had been Paid by Metro. The Society's contention that the tenants approached Kamruddin and purchased units in 1993-94 is a patently false statement when juxtaposed with the fact that property taxes had been paid by Metro until 2013. Metro would also rely upon the Agreement between Mahendra T. Mehta ("***Mehta***"), Chief Promoter of the Society and Shehnaz in relation to Gala No.23 on the first floor, where the owner is clearly depicted as Kamruddin. This document had been impounded in 1997 and in fact stamp duty was paid and was even registered in 1997.

20. Likewise, Metro would contend that a letter dated May 20, 1997 issued jointly by Shehnaz and Mehta also confirms that conveyance executed in favour of Metro is valid, subsisting and binding. Metro also alleges forgery and fabrication relying on documents allegedly signed by another one of

Kamruddin's offspring, Mr. Salauddin Kamaruddin, a person who had died way back on June 28, 1987, indicating that fabricated documents had been pressed into service by the Society. Metro also contends that the Competent Authority has in fact recorded in the Impugned Order that the Society had sent a legal notice dated August 31, 2019 to Metro in relation to the deemed conveyance but failed to take into account, Metro's reply to the legal notice while passing the Impugned Order. Therefore, in a nutshell, Metro's contention is that the Society has come to Court with unclean hands and must therefore be non-suited on that count alone.

Analysis and Findings:

21. Having heard the parties at length and having examined the record with the assistance of the parties, in my view, the Impugned Order is not sustainable and therefore deserves to be set aside for the reasons that follow.

Scope of Review:

22. The law on deemed conveyance and the standards to be brought to bear by the Writ Court is declared in the judgement of this Court in ***Mazda Construction***[1]. Ordinarily, the Writ Court should be slow to interfere with orders granting deemed conveyance. The law is also very clear in terms of the

1 Mazda Construction Company and Others v. Sultanabad Darshan CHS Ltd. and Others – 2012 SCC Online Bom 1266

standards to be brought to bear by the Competent Authority. Indeed, the jurisdiction of the Competent Authority is summary in nature and cannot adjudicate complicated and complex facts that necessitate leading of evidence. The scope of the jurisdiction of the Competent Authority entails examining the contracts between the developer and the flat purchasers and adjudicating whether a case is made out for grant of a deemed conveyance when faced with a recalcitrant developer who refuses to abide by his commitment to convey the land on which the structure in question has been developed by him.

23. In ***Arunkumar Shah***[2], the Supreme Court has articulated the nature of jurisdiction for adjudicating issues relating to deemed conveyances in the following words:

> *19. The procedure for dealing with applications made under sub-section (3) of Section 11 has been laid down in the MOFA Rules. Rule 11(2) provides for the competent authority to issue a notice of the application to the promoter. Even the form of application under Section 11(3) has been prescribed by the MOFA Rules. Under Rule 13(3), the opponent to whom a notice is issued is entitled to file a written statement. Rule 13(4) permits the production of documents.* ***Sub-rule (5) of Rule 13 provides for the procedure for the hearing of the application. It provides that on receiving a written statement of the opponent, the applicant shall prove the contents of the application and also deal with the contention of the defence. However, it is specifically provided that no cross-examination of any of the parties shall be permitted****. Clause (c) of sub-rule (5) of Rule 13 provides that the outer limit for*

2 Arunkumar H Shah HUF v. Avon Arcade Premises Co-operative Society Ltd. & Ors. – ***2025 INSC 524***

passing an order on a Section 11 application is six months. It provides that the competent authority shall make such enquiry as may be deemed necessary, and after verifying the authenticity of the documents submitted by the parties and after hearing them, the competent authority shall pass an order. The requirement to comply with the principles of natural justice is also incorporated in clause (c). Considering the nature of the power conferred on the competent authority, it follows that while passing orders on the application under Section 11(3), the competent authority must record reasons.

20. It is undoubtedly true that quasi-judicial powers have been conferred upon the competent authority while dealing with applications under Section 11(3) of the MOFA. However, proceedings before the competent authority under Section 11(3) are of summary nature, as can be seen from the MOFA Rules. Even cross examination of the parties is not permissible. There is an absolute prohibition under Rule 13(5) on cross examination of parties. Thus, it follows that the competent authority, while following the summary procedure, cannot conclusively and finally decide the questions of title. Therefore, notwithstanding the order made under sub-section (4) of section 11, aggrieved parties can always file a civil suit for establishing their rights.

[Emphasis Supplied]

24. In fact, this is the reason for the legal proposition that even where a deemed conveyance is granted, it would not lead to conclusive title and it would still be open to the parties to seek civil remedies in a court that can assess and adjudicate evidence.

Petitioner Property vs. Subject Property:

25. In the instant case, the structure in question claimed by the Society was admittedly developed and constructed in the 1970s. Various members of the Society have evidently been tenants of the original landowner, Kamruddin, since then right until the 1990s. Agreements for transfer of the 32 units have been executed purportedly between Kamruddin and these tenants between 1992 and 1998. Different offspring of Kamruddin appear to have executed documentation with different tenants in this regard.

26. The role of Shehnaz would come into focus inasmuch as it is Shehnaz who has executed the Deed of Conveyance with Khan, the agreement with Mehta; and the Deed of Conveyance of the Subject Property in favour of Metro.

27. Khan has run a cattle stable on the Petitioner Property on land admeasuring ~209 square metres. The Society contends that the structure claimed by Khan is unauthorised even while Khan appears to have a cattle license issued by the municipal authorities for the Petitioner Property. The core controversy is whether the Subject Property admeasuring ~5306 square metres that has been conveyed to the Society can include in its ambit the Petitioner Property. Khan contends that he got to know that various conveyances of units in the structure had been executed in favour of the other tenants and he too engaged to get a conveyance of the Petitioner Property in

his favour. A Deed of Conveyance was executed on April 3, 2001 between Shehnaz and Khan but covering only land comprising CTS No. 678/1. Since land bearing Survey No. 678 (Part) was left out, a Deed of Rectification was executed on February 4, 2004. Mutation entries based on these instruments were passed to enter Khan's name in the land records in respect of the said land parcel on February 16, 2002. Admittedly, mutation entries to this effect were passed to enter Khan's name in the land records in respect of the Petitioner Property.

28. Even while conveyances were being executed between 1992 and 1998, between Kamruddin's offspring and the tenants (who would later form the Society), Kamruddin and Metro executed a deed of conveyance on August 31, 1996 for conveyance of the Subject Property. Metro contends that the tenants attorned in its favour and were to pay rent to Metro from that point. Metro also contends that it has paid property taxes until 2013 on the Subject Property. Since the Subject Property had been sold to Metro, a Deed of Rectification was executed on December 19, 2006, to exclude the Petitioner Property.

29. However, the Society had been formed in July 2000. The scheme to formulate the Society records the land area as 4182.50 square metres on which 32 units had been occupied by 20 tenants. Yet, the Society staked a claim to

deemed conveyance for land admeasuring 5974.55 square metres, and the Competent Authority granted a certificate of deemed conveyance for an area of 5306.50 square metres. Based on Khan's representation, this was amended by way of the Corrigendum to alter the area of deemed conveyance to 5097.50 square metres. Since the Corrigendum had been issued without a hearing of the Society, and now the Impugned Order passed upon remand reverts to the original conveyance, what needs to be considered is whether the reasons for including the Petitioner Property into the deemed conveyance is tenable.

30. It is noteworthy that Kamruddin vanished some time in 1996 and is said to have been declared dead after seven years of absence. Therefore, until 2003, it cannot be contended that he was dead. All the agreements including those with Khan and indeed the erstwhile tenants and members of the Society, were executed before 2003. Kamruddin's offspring and descendants appear to have disputes and differences too. Shehnaz apparently has a power of attorney and supports the case set up by Khan and by Metro. They appear to speak in one voice about the Petitioner Property. Shehnaz has executed the Deed of Conveyance with Metro; with Mehta and with Khan. Whether Shehnaz could have executed the Deeds of Rectification with Khan in 2004 and with Metro in 2006, using the power of attorney donated by Kamruddin after he was deemed dead is a distinct and separate matter. On the other

hand, whether a suit for declaration of presumed death was filed and decreed is also a distinct question and is a matter of evidence.

Salauddin and Form Z:

31. A careful review of the agreement between Shehnaz and Mehta clearly indicates that formation of a Society was envisaged. This would ordinarily indicate that Kamruddin had envisaged the formation of a Society and conveyance to the Society. It is well settled that ordinarily, the Writ Court should be slow to interfere with orders granting deemed conveyance. However, a disturbing fact has been brought to bear by Metro in its affidavit in reply. The Society had purported to bring on board a declaration by another heir of Kamruddin in Form Z for formation of the society for conveyance, showing one Mr. Salauddin Kamruddin ("***Salauddin***") as having endorsed the request for formation of Society and conveyance of the Subject Land on Kamruddin's behalf. This declaration is shown as having been executed by Salauddin on June 21, 2000. Metro has appended a death certificate to show that Salauddin had died 13 years before that, on June 28, 1987. There is nothing on record to indicate an explanation from the Society for this serious turn of events.

32. This raises several doubts. The Impugned Order records that multiple heirs of Kamruddin have executed multiple instruments with multiple tenants

to convey the multiple units between 1992 and 1998. How many of these are executed on behalf of Kamruddin by Salauddin would need to be examined. If the very formation of a Society and the filing in support of it and the deemed conveyance is tainted by a purported execution of an instrument by person who died 13 years before its execution, it does raise serious concerns about the veracity and trust one can place on the contentions. Against that backdrop, one cannot lose sight of the fact that the procedure for adjudication of a request for deemed conveyance is a summary one, based purely on interpretation of contracts, with even cross-examination not being permitted.

Other Facets:

33. In the instant case, there is also the element that unitholders have all been tenants of Kamruddin and executed agreements relating to units that were tenanted premises for decades before they bought them. The entire scheme of MOFA is aimed at regulating a "promoter" who "constructs or causes to be constructed" flat "for the purpose of selling some or all of them". It is in this context that the agreement between Shehnaz and Mehta envisaging formation of a society after the sale, underlines the potential applicability of MOFA as held in the Impugned Order. However, whether the agreements were validly executed for them to form the basis of a summary adjudication is indeed a question that needs consideration.

34. It is also apparent that after Khan's name was entered in the revenue records in respect of the Petitioner Property, another descendent of Kamruddin, Mr. Nisar Nizamuddin Kamruddin Shaikh challenged the mutation entry and an appeal before the District Superintendent of Land Records has also been dismissed on June 2, 2025. Indeed, this dismissal of the appeal was after the Impugned Order but the fact remains that Khan had a registered conveyance in his favour and the land was mutated to his name. Now, such a complex matrix of facts would necessitate a trial and in my view is not amenable to a summary adjudication of the nature contemplated for deemed conveyance.

Incoherence and Inconsistencies:

35. The Impugned Order records submissions of various parties and for dealing with Khan's rights, returns an incoherent chain of reasons, which are extracted below:

> *"14……..*
>
> ***The existence of power of attorney dated 18/11/1992 executed by Shri. Kamruddin Ali Sher in favor of Smt. Shehnaz Begam Kamruddin also wiped off after the sale of the said property with the structures thereon to M/s. Metro Development Corporation on 31/08/1996****. Therefore Smt. Shehnaz Begam Kamruddin has no rights to sale the portion of the said property to Opponent No. 4. The rights of the*

said land and building has already vested with the unit purchasers society from the 4 months from its registration as per the provision of MOFA 1963.

After knowing the fact that the said land and building is vested with the unit purchasers society i.e. applicant society, the Opponent No. 4 purchased the portion out of the said plot of land and also name of Opponent no. 4 was mutated in the property card for the said portion admeasuring 209 Sq.Mtrs. Thus, the Opponent No. 4 stepped into the shoes of promoter and is liable to convey the said portion of land to applicant society*. Hence, the applicant society is entitled for total land admeasuring 5306.50 Sq.Mtrs. bearing Survey No.52, Hissa No. 16 (1 to 5), and Hissa No. 22, CTS No. 678, 678/1. to 5 of village Mohili, Taluka Kurla, Mumbai Suburban District along with building of applicant society thereon* ***hence the claim of the Opponent No. 4 in respect of area admeasuring 209 Sq.Mtrs. out of the said land is illegal.***

15. The Opponent No. 23 submitted that the Opponent No. 8 and 8 (a) and others have never submitted their original documents to prove their ownership over the said plot of land. ***The Opponent No. 23 also submitted that Smt. Shehnaz Begam Kamruddin has no rights after sale of said property to M/s. Metro Development Corporation hence, the agreement dated 03/04/2001 executed by her in favor of Opponent No. 4 is false and bogus. He also submitted that Shri. Kamruddin Ali Sher the land owner was missing since 1996 and hence the deed of conveyance 31/08/1996 his also bogus and forged. But this Authority has no jurisdiction to decide the validity of agreements hence the objection raised by Opponent No. 23 cannot be considered****. As already mentioned in the above para the* ***Opponent No. 4 stepped in to the shoes of promoter to convey the said land and building for the respective portion of 209 Sq.Mtrs. in favor of applicant society."***

[Emphasis Supplied]

36. Effectively, the Impugned Order holds that the power of attorney held by Shehnaz was "wiped out" with the sale of the Subject Property to Metro on August 31, 1996. By this reasoning, every instrument executed after August 31, 1996 by anyone purporting to sell on behalf of Kamruddin would be untenable for the very same reason – of there being no basis to execute any transfer of any unit to any tenant having sold everything to Metro on August 31, 1996.

37. The Impugned Order also notices that multiple units have been sold after 1996 until 1998 to the former tenants who have then formed the Society in 2000. If Shehnaz lost all rights to sell any portion of the Subject Property after August 31, 1996, it would only follow that no one else too purporting to sell on behalf of Kamruddin could have effected any sale after that date. In that event, the jurisdiction of the Competent Authority i.e. the summary review of agreements between the promoter and the flat purchasers has been exercised to review agreements executed after such "wiping out" of any power to execute them.

38. In the very next paragraph, the Competent Authority has also held that Khan has stepped into the shoes of the promoter and must discharge Kamruddin's obligation to convey the Petitioner Property to the Society, by having executed the agreement with Shehnaz in 2001 after the Society was

formed. If there had been no power to execute the agreement with Khan, it begs the question as to how Khan would step into the shoes of Kamruddin.

39. In yet another paragraph, the Impugned Order dismisses an objection from another heir of Kamruddin who had contended that the very Deed of Conveyance in Khan's favour and in Metro's favour is bogus, because according to the Competent Authority, it has no power to declare an instrument invalid. Yet, it has only two paras earlier held the power or attorney to have been "wiped out" i.e. invalid. Then, the Competent Authority has reiterated the proposition that Khan is now the owner and is obliged to convey the Petitioner Property to the Society.

40. In my view, owing to the aforesaid inconsistent positions adopted one after the other, the Impugned Order is incoherent, arbitrary and not reasonable. Any consideration of a complex set of facts and that too in a summary jurisdiction necessarily underlines the need for cogent and articulated reasons, with a logical link from one reason to the next.

41. The aforesaid reason coupled with the discovery of Salauddin having been shown as having executed Form Z declaring the promoter's intent, well after he was dead, casts serious cloud over the integrity of the record that has been subjected to a summary interpretative jurisdiction. Therefore, in my opinion, the Impugned Order deserves to be ***quashed*** and ***set aside***.

42. Needless to say, all parties would continue to be entitled to pursue their respective remedies in law by filing appropriate civil proceedings where evidence can be led and the complicated and complex factual matrix and competing evidence can be put to trial. There are evident *inter se* disputes among the offspring of Kamruddin. One cannot be sure of who has authority to sell what portion of the properties of Kamruddin – apart from Shehnaz' power of attorney which has been held to be wiped out because of the sale to Metro, it is not clear which other offspring validly sold which unit to which tenant. These would necessarily warrant trial and adjudication to get to the root without being amenable to a summary procedure. The complexity posed by one offspring who has purported to sign instruments only to be found to have died over a decade before he executed it, also presents the complexity of the need to examine the allegation of fabrication. In a nutshell, this is a fit case to hold that the factual matrix does not lend itself to adjudication of a deemed conveyance with even cross-examination being prohibited.

43. Rule is therefore made absolute in the aforesaid terms, and the Writ Petition is ***allowed*** quashing and setting aside the Impugned Order.

44. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]