

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
***ORDINARY ORIGINAL CIVIL JURISDICTION***  
**ARBITRATION PETITION (L) NO. 951 OF 2015**

**Ethics Infra Development Private Limited**

**..... Petitioner**

**VERSUS**

**The Borivali Ashwini Co-operative Housing  
Society Limited & Ors.**

**..... Respondents**

Mr.Sanjay Jain, a/w. Mr.Bhavin Gada, Mr.Kalpesh Menia, Mr.Shailesh Amin,  
Mr.Wasim Shaikh, i/b. Pravin Mehta & Mithi & Company for the Petitioner.

Mr.Tushar Goradia, a/w. Ms.K.Bantawala for the Respondent no.1.

Mr.Hitesh Vyas for Respondent nos. 2 to 8.

**CORAM : R.D. DHANUKA, J.**

**DATED : 12<sup>th</sup> JUNE, 2015**

**P.C.**

1. Since respondent nos. 2 to 8 have agreed to vacate the premises in their possession, no reasons are required to be recorded.
2. Learned counsel appearing for the petitioner on instruction states that insofar as additional area of 50 sq.ft. agreed to be sold to the respondent nos. 3 to 6 is concerned, those respondents shall pay to the petitioner at the rate of Rs.13,000/- per sq.ft. Statement is accepted.
3. Mr.Vyas, learned counsel appearing for respondent nos. 2 to 8 including respondent nos. 3 to 6 states on instruction that the consideration in respect of the additional area will be paid to the petitioner by respondent nos. 3 to 6 at the time of executing the agreement for permanent alternate accommodation. Learned

counsel appearing for the petitioner has no objection if such payment is made at the time of execution of the agreement for permanent alternate accommodation.

4. Insofar as the question of vacating respective premises in possession of the members of the society including respondent nos. 2 to 8 is concerned, the parties have agreed that the respondent nos. 2 to 8 as well as the members of the society would vacate their respective premises and would handover vacant possession thereof to the petitioner within 30 days from the date of receipt of the notice for vacating such premises from the petitioner. Statement is accepted.

5. In the event of respondents committing any default in complying with their respective statements made before this court which are accepted as undertaking to the court, the petitioner would be at liberty to apply for further interim measures under section 9 of the Arbitration and Conciliation Act, 1996.

6. Learned counsel appearing for the petitioner states that if all the respondents comply with their respective obligations, the petitioner would also comply with their reciprocal obligations under the agreement in terms of the agreement. Statement is accepted.

7. Petition is disposed of in the aforesaid terms. No order as to costs.

**[R.D. DHANUKA, J.]**