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IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION (LODGING) NO.1803 OF 2015

|                                                |                |
|------------------------------------------------|----------------|
| PTR Corporation                                | ...Petitioner  |
| V/s.                                           |                |
| Santacruz Prakash Co-op. Hsg. Soc. Ltd. & Ors. | ...Respondents |

Mr.Vishal Kanade with Mr.C.D. Abuwala and Mr.D.M. Thaker i/b Dave & Co. for the Petitioner.

Mr.Cyrus Ardhesir i/b Mr.Yatin Shah for the Respondent No.1.

Mr.C.P. Deogirikar with Ms.R.D'Souza for the Respondent Nos.2, 3-A and 3-B.

**CORAM : R.D. DHANUKA, J.**  
**DATE : 28TH SEPTEMBER, 2015.**

**P.C. :-**

1. Learned counsel for the parties have no objection if this petition is disposed of at the *ad-interim* stage. The statement is accepted.
2. In view of the fact that the parties present before this Court have agreed to the following order by consent, reasons are not recorded.
3. The respondent nos.2, 3-A and 3-B through their learned counsel undertake to vacate their respective premises and hand over vacant and peaceful possession to the petitioner within two weeks

from today. The undertaking is accepted.

4. The petitioner through its learned counsel undertakes to execute the requisite agreement as prescribed under the development agreement entered into between the petitioner and the respondent no.1 society and to pay requisite amount as payable under the said agreement to the respondent nos.2, 3-A and 3-B and also to other members within two weeks from today. The undertaking is accepted.

5. Mr.Ardheshir, learned counsel appearing for the respondent no.1 society on behalf of the members of the society undertakes that the remaining four members of the society would also hand over physical possession of their respective flats to the petitioner for the purpose of redevelopment within two weeks from today. The understanding is accepted.

6. It is made clear that if the respondent nos.2, 3-A and 3-B and other four members of the respondent no.1 society do not vacate their respective flats and hand over vacant and peaceful possession to the petitioner for the purpose of redevelopment within a period of two weeks from today, the Court Receiver, High Court, Bombay shall stand appointed with a direction to take forcible possession of the premises from the respondent nos.2, 3-A and 3-B and other four members of the society and shall hand over the same to the petitioner

for the purpose of redevelopment.

7. It is also made clear that the issue raised by the respondent nos.2, 3-A and 3-B in their affidavit in support in respect of the measurement of their respective flats and the issue in respect of the garage (claimed by the respondent No.2) is kept open and can be adjudicated before the learned arbitrator. Insofar as permanent alternate accommodation agreement are concerned, the respondent nos.2, 3-A and 3-B can execute the agreement with the respondent no.2 without prejudice to their rights and contentions. It is made clear that the petitioner would execute permanent alternate accommodation agreements with all the members of the respondent no.1 society in terms of the development agreement. The execution of the permanent alternate accommodation agreement by the respondent nos.2, 3-A and 3-B which would be without prejudice to their rights and contentions would be subject to the outcome of the arbitral proceedings.

8. The arbitral petition is disposed of in aforesaid terms. No order as to costs.

9. All parties, including the Court Receiver to act on the authenticated copy of this order.

**(R.D. DHANUKA, J.)**

“Certified to be true and correct copy of original signed order.”