

premises of Wing A with a direction to demolish the unauthorized wooden cabins constructed by the Respondents, its contractors and persons claiming through them, if necessary with police help”;

2. The learned Advocate for the Respondent has drawn my attention to the arbitration clause in the agreement for development rights dated 10-10-2004 and the Schedule thereto and has submitted that the same pertains only to the Jogeshwari property and not the Borivali property. He has submitted that therefore, the question of referring the disputes between the parties qua the Borivali property does not arise and also no reliefs can be granted under Section 9 of the Act. He submitted that he has no objection if the disputes if any, pertaining to Jogeshwari property are referred to Arbitration. He has further submitted that the above Petition is filed on the basis of the apprehension of the Petitioner that the Respondent has appointed a new developer namely CMA and in support of its apprehension, the Defendant has relied on a letter dated 17-03-2016 written by CMA to the local MLA from Versova Andheri (Exhibit G to the Petition). He has submitted on instructions that the Respondent has not appointed any developer and is not concerned with any developer operating in the name of CMA and is not even aware of any letter being written by CMA.

3. In view of the above statement made on behalf of the Respondent that a new developer is not appointed for the development of the Jogeshwari Property, the learned Senior Advocate appearing for the Petitioner seeks to withdraw the above

Arbitration Petition with liberty to file a fresh Petition or to take out appropriate proceedings if so advised. The Arbitration Petition is disposed of as withdrawn with liberty as sought.

(S.J.KATHAWALLA, J.)