

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

ARBITRATION PETITION NO.842 OF 2016

M/s. Pushpanjali G. Dave Realtors Pvt. Ltd. ... Petitioner
and
Chandini Co-operative Hsg. Soc. Ltd. and Ors. ... Respondents

Dr. Birendra Saraf with Mr. Shyam Kapadia,, Mr. S.B.Dawar, Ms. Nikita Jacob i/by
M/s. S.K.Legal Associates, for Petitioner.
Mr. Tushar Bhavsar i/by Mr. Manoj Bhatt, for Respondent No.1.
Ms. Rekha Mehta, for Respondent Nos.2 and 3.

CORAM: S.J. KATHAWALLA, J.

DATE: 18th AUGUST, 2016

P.C.:

1. Heard the learned Advocates for the parties and by consent, the following order is passed :

(i) Respondent Nos.2 and 3 agree and undertake to accept Flat Nos.201 and 202 on the second floor of the reconstructed building as their permanent alternate accommodation.

(ii) Respondent Nos.2 and 3 further agree and undertake to handover vacant and peaceful possession of their present premises to the Society/developer on or before 24th August, 2016. In the event of the vacant possession not being handed over to the Society/developer on or before 24-08-2016, the Court Receiver, High Court, Bombay, shall stand appointed in respect of the present premises occupied by

Respondent Nos.2 and 3. The Court Receiver shall take forcible possession of the same and handover it over to the Society/developer.

(iii) The Respondent No.1 Society/developer agrees and undertakes to pay compensation in lieu of temporary alternate accommodation to Respondent Nos.2 and 3 as per the development agreement on and from February 2016 till date and thereafter, continue to make payments as agreed under the development agreement.

(iv) All other benefits due and payable to Respondent Nos.2 and 3 as per development agreement shall be paid by the developer/society.

(v) The learned Advocate appearing for Respondent Nos.2 and 3 states that she is authorized by Defendant No.3 to state that by and under a Gift Deed, Respondent No.3 has transferred the suit flats in favour of Respondent No.2 and that the Society may transfer the newly allotted flats in favour of Respondent No.2.

(vi) The Society undertakes to transfer the newly allotted flats in favour of Respondent No.2 in view of the Gift Deed executed by Respondent No.3 in favour of Respondent No.2. However, this undertaking shall be complied with by the Society only if Respondent No.2 obtains and files an Affidavit of the daughter of Respondent No.3 i.e. his sister Dr. Meenakshi Bhanushali, within 7 days from the date of this order, stating that she has no objection if the Society/developer transfers the newly constructed flat Nos.201 and 202 in favour of Respondent No.2.

(vii) The above statements and undertakings are accepted.

(viii) The above Arbitration Petition is accordingly disposed of.

(S.J.KATHAWALLA, J.)