

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ARBITRATION PETITION (L) NO.1248 OF 2018**

|                        |     |             |
|------------------------|-----|-------------|
| Aruna Mohan Kamath     | ... | Petitioner  |
| versus                 |     |             |
| Yash Builders and Ors. | ... | Respondents |

Mr. Sarosh Bharucha I/by Mr. Mehul Rathod for Petitioners.  
Mr. Prashant Chande I/by Mr. Mayur Bhatt, for Respondent Nos.1 and 2.  
Mr. R.Y.Sirsikar, for MCGM.

**CORAM: S.J. KATHAWALLA, J.**

**DATE: 29<sup>th</sup> OCTOBER, 2018**

**P.C.:**

1. Not on board. Upon mentioning, taken on board.
2. Heard the learned Advocates appearing for the parties and the following order is passed by consent :

(i) Mr. Rohan Kadam, Advocate is appointed as the sole Arbitrator to decide the disputes between the parties arising out of the Permanent Alternate Accommodation Agreement dated 31<sup>st</sup> December, 2014.

(ii) The disclosure of Mr. Rohan Kadam, Advocate under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) is taken on record.

(iii) The parties and/or their Advocates shall appear before the learned

Arbitrator in his chambers, on 1<sup>st</sup> November, 2018 at 5.00 p.m. and obtain necessary directions.

(iv) The developer has agreed to pay 50% of arrears towards temporary alternate accommodation within a period of one week from today and the balance within a period of six weeks from today. The developer shall continue to pay current month's compensation on or before 10<sup>th</sup> day of each month. The developer also agrees to tender the documents required by the Petitioner and shall demarcate the premises allotted to the Petitioner within a period of two weeks from today.

(v) The learned Arbitrator shall endeavour to pass his final Award within a period of six months from the date of this order.

(vi) The learned Arbitrator shall not grant adjournments to the parties unless absolutely necessary.

(vii) All contentions of the parties are kept open.

(viii) The cost of arbitration shall initially be borne by the parties equally.

(ix) The venue of Arbitration shall be at Mumbai.

(ix) In view of this order, the above Arbitration Petition is disposed of.

**( S.J.KATHAWALLA, J. )**