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

APPEAL NO.235 OF 2019
IN
NOTICE OF MOTION (LODGING) NO.838 OF 2018
IN
ARBITRATION PETITION NO.141 OF 2017

Vijay K. Chandrashekharan	...Appellant
V/s.	
Pratham Vardvinayak Developers LLP	...Respondent

WITH
NOTICE OF MOTION (LODGING) NO.619 OF 2018
IN
APPEAL NO.235 OF 2019
IN
NOTICE OF MOTION (STAMP) NO.838 OF 2018
IN
ARBITRATION PETITION NO.141 OF 2017

Vijay K. Chandrashekharan	...Applicant
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IN THE MATTER BETWEEN :

Vijay K. Chandrashekharan	...Appellant
V/s.	
Pratham Vardvinayak Developers LLP	...Respondent

Mr.R.D. Suryavanshi with Mr.Raj Kharwar I/b Kharwar & Associates
for the Appellant.

Mr.Vikramjit Garewal with Mr.Jugal Kanani I/b IC Legal for the
Respondent No.1.

Ms.Madhura Kulkarni I/b M/s.Chitnis & Co. for the Respondent No.2.

Mr.D.R. Shetty, Court Receiver present.

CORAM : PRADEEP NANDRAJOG, C.J. &
N.M. JAMDAR, J.
DATE : 15TH APRIL, 2019.

P.C. :-

1. Heard learned counsel for the parties. Perused the impugned order dated 7th May, 2018.
2. The order reaches a right conclusion but the relevant facts not being noted casts a cloud on the order. We remove the cloud.
3. Late Shri B. Chandrashekar was a member of Shivsagar Co-operative Housing Society Limited and was an allottee of a flat.
4. The buildings being old, required redevelopment. The society entered into a Redevelopment Agreement with a developer i.e. the respondent. The documents of assignment required to be executed by the members of the society resulted in 27 members executing necessary documents. Unfortunately Shri B. Chandrashekar having died intestate, was survived by his wife, son and daughter. (The appellant is the son).
5. In the proceedings under section 9 of the Arbitration & Conciliation Act, 1996, orders were passed regarding assignment

agreement which envisages the occupant of the flat to be paid a yearly transit rent in a sum of ₹3,00,000/- to shift to alternative tenement. The construction had to be completed in three years. The transit rent had to be paid for a period of three years. The issue arose who would receive. The learned single Judge has rightly balanced the equities noting that one year transit rent has been received by the appellant and thus the direction is that pertaining to the transit rent for the subsequent year it would be disbursed to the mother and daughter ; taking into account further fact that the corpus payment in a sum of ₹4,00,000/-, shifting charges in a sum of ₹20,000/- and one time brokerage in a sum of ₹25,000/- has been received by the appellant together with one year transit rent. We find no infirmity in the impugned order. The appeal is dismissed.

6. In view of dismissal of the appeal, Notice of Motion (Lodging) No.619 of 2018 does not survive and the same is accordingly disposed of.

(N.M. JAMDAR, J.)

(CHIEF JUSTICE)