

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

COMMERCIAL ARBITRATION PETITION NO.18 OF 2024

Subhash Nagar Srushti Co-operative
Housing Society Limited

... Petitioner

V/s.

M/s. Gadkari Builders & Associates

... Respondent

**WITH
CONTEMPT PETITION (L) NO.23129 OF 2024
IN
COMMERCIAL ARBITRATION PETITION NO.18 OF 2024**

Mr. Shailesh S. Shah, Senior Counsel a/w D. Banerji, Anuj A. & Rohan Gupta i/by
Legasis Partners for the Petitioner.

Mr. Manoj Harit a/w Niket Harit i/by Manoj Harit & Company for the
Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 2ND SEPTEMBER 2024

P.C. :

1. Mr. Shah, Learned Counsel appearing on behalf of the Petitioner points out that despite two orders of this Court, dated 17th April 2024 and 25th April 2024, the Respondent (Developer) has failed and neglected to pay transit rent to the members of the Petitioner Society. Mr. Shah points out that the

transit rent has remained unpaid since the year 2017. He points out from the order dated 17th April 2024 that the Court had accepted the statement contained in Paragraph 5.13 of the Affidavit filed by the Respondent as an undertaking given to this Court that the Respondent shall pay some amount to the members of the Petitioner. Mr. Shah from the order dated 25th April 2024 pointed out that Learned Counsel for the Respondent had on instructions submitted that an amount of Rs.2,00,000/- towards the arrears of transit rent would be deposited into the account of each member of the Petitioner Society within six weeks from the date of the said order, no amount had been so deposited, much less the amount of Rs.2,00,000/- as had been assured to this Court.

2. Today, Mr. Harit, Learned Counsel appearing on behalf of the Respondent submitted that the Respondent had paid large amounts to the authorities for issuance of Completion Certificate, etc. He thus submitted that it was not the intention of the Respondent not to comply with the orders of this Court, but the Respondent could not do so on account of the fact that large amount were spent towards making payment as indicated. He assured the Court that the Respondent shall, on or before 20th September 2024, pay to each member of the Petitioner Society minimum amount of Rs.2,00,000/-, towards arrears in transit rent.

3. I must note that when the matter was called, I was *prima facie* satisfied that the Respondent was in contempt of the orders of this Court, however since an assurance has been given to the Court that minimum amount of Rs.2,00,000/- shall be paid, I am not inclined to issue notice to the Respondent.

4. Stand over to 23rd September 2024 under the caption 'for compliance'.

5. At this stage, Mr. Shah, Learned Counsel for the Petitioner submits that given that the Respondent had assured the Court that the construction would be completed by 31st December 2024, the same to be placed on an Affidavit as to how the Respondent would achieve the completion date, by explaining each stage of the construction. Learned Counsel for the Respondent fairly does not oppose this and submits that his client shall do so on or before the next date.

(ARIF S. DOCTOR, J.)