

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

COMMERCIAL ARBITRATION PETITION NO.289 OF 2024

Nutan D. Sawant

... Petitioner

V/s.

Polo Infra Developers Pvt. Ltd. & Ors.

... Respondents

Ms. Kalpana Trivedi a/w Yashika J. for the Petitioner.

Mr. Gauraj Shah a/w Malaika Castellino a/w Pratik Jani a/w Princee Vaishnav
i/by Prime Legem for the Respondents.

CORAM : ARIF S. DOCTOR, J.

DATE : 18TH SEPTEMBER 2024

P.C. :

1. When the matter was called out, Mr. Shah, Learned Counsel appearing on behalf of the Respondents pointed out that the Petitioner was ascertaining a claim under the Permanent Alternate Accommodation Agreement to an area which was larger than what was contemplated in the Development Agreement. He however more importantly pointed out that the Permanent Alternate Accommodation Agreement did not contain an arbitration clause, but infact contains a clause which provided that disputes would be resolved by Civil Courts in Mumbai.

2. When this was pointed out to Learned Counsel appearing on behalf of the Petitioner, she accepted this position.

3. Mr. Shah, Learned Counsel then submitted that the Respondent-Developer was willing to treat the Petitioner on par with all other members of the Society in question of which the Respondent-Developer was undertaken to redevelop the same.

4. When this was put to Learned Counsel for the Petitioner, she submits that the Petition could be disposed of on this assurance being made by Learned Counsel for the Respondents.

5. Hence, I accept the statement made by Learned Counsel for the Respondents that the Petitioner shall also be treated at par with the other members of the Society in question and all benefits in the Development Agreement shall be extended to the Petitioner.

6. The Petition is accordingly disposed of in the aforesaid terms.

(ARIF S. DOCTOR, J.)