

Amberkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 1794 OF 2024

Marvel Realtors and Developers Ltd .. Petitioner

Versus

Maharashtra Real Estate Regulatory Authority &
Ors. .. Respondents

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- Mr. Kishor Patil i/by Mr. Amit Ashok Gharte, Advocates for Petitioner
- Ms. Vaishali Nimbalkar, AGP for Respondent Nos. 2 & 3
- Mr. Kaustubh Patil a/w Mr. Roshan Sawant & Mr. Parmar Dixit, Advocates for Respondent Nos. 4 & 5

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CORAM : MILIND N. JADHAV, J.

DATE : JULY 30, 2025

P. C.:

1. Heard Mr. Kishor Patil, learned Advocate for Petitioner; Mr. Kaustubh Patil, learned Advocate for Respondent Nos. 4 & 5 and Ms. Nimbalkar, learned AGP for Respondent Nos. 2 & 3.

2. When the Petition was listed before this Court on the previous date in view of the coercive action in recovery proceedings taken by Respondents against the Petitioner, I had stayed the same. Today when the Petition is listed for hearing, it transpires that apart from the issue of monies which are due and payable by either parties under the principal agreement for purchase of the subject commercial units to each other, one of the grievance expressed by Mr. Kaustubh Patil is that there is no reason for the Petitioner Developer to withhold handing

over possession of the units since they are ready for hand over. Mr. Kaustubh Patil may be right in his contention but what is important is that before the subject units are handed over to the purchasers, the account between the parties requires to be settled. The dispute lies herein. Primarily it appears that there is dispute in respect of settlement of the accounts. Timeline in the present case also shows that parties would probably claim interest from each other for the delayed payment / delayed deposits either way.

3. After hearing the learned Advocates for the parties and perusing the record, I have impressed upon both the learned Advocates at the Bar that if the subject commercial units are fully ready to be handed over with occupation certificate, then there is absolutely no reason as to why the units to be kept vacant as this would indirectly further entail costs for preservation, protection and augmentation of the subject units on the part of Petitioner Developer as on today and equally it would lead to ignominy of the purchasers of not having been handed over the completed subject commercial units. In this view of the matter, I have requested both the learned Advocates and also urge the parties to attempt reconciliation and settle their dispute regarding payment.

4. Mr. Kaustubh Patil would inform the Court that parties have attempted reconciliation on several occasions in the past despite which they have not made any headway.

5. What is perceived from the additional affidavit dated 19.07.2025 filed by the Petitioner Developer is that certain infrastructure charges are due and payable by the purchasers to the Petitioner Developer and insofar as the purchasers are concerned, the same stand adjudicated by the substantive order which is the subject matter of challenge by the Developer in the present Petition. One thing that needs to be highlighted over here at this stage is that both parties are claiming humongous interest from each other. According to Mr. Kaustubh Patil, purchasers are entitled to a set off of the interest quotient in view of the decision of the Coordinate Bench dated 14.07.2025 passed in Writ Petition No. 1195 of 2025 (Coram : Gauri Godse, J.). Mr. Kishor Patil on behalf of the Developer would submit that in view of the amounts receivables from the purchasers, he has instructions from the Petitioner Developer to attempt settlement and or reconciliation across the table even today. The suggestion given by Mr. Kishor Patil on behalf of Petitioner Developer is however not acceptable to Mr. Kaustubh Patil. In that view of the matter, if this is the case and if one of the party is not willing to attempt reconciliation in respect to the amounts due and payable by / to each other, the only

avenue left open for me is to hear the present Petition. This Petition challenges Recovery Certificate. Mr. Kishor Patil would submit that in order to show Petitioner's bonafides he shall deposit the entire amount of Recovery Certificate in Court within a period of two weeks from today. Needless to state that any interest due and payable on that amount shall be considered by Court at the time of hearing of the Writ Petition. In view of the above, in the meanwhile, interim / ad-interim relief, if any, granted earlier shall continue.

6. Needless to state that without prejudice to the rights and contentions of both parties, they are directed by this Court to attempt reconciliation in the matter and if they require any Mediator to be appointed, his name shall be informed to the Court so that appropriate order can be passed by this Court.

7. After passing the above order, both the learned Advocates would submit that the above order be retained as it is and in the meanwhile a Mediator be appointed to attempt reconciliation of the entire dispute so that the commercial units can be handed over to the Respondents. They have suggested the name of Mr. Atul Damle, learned Senior Advocate practicing at the bar to be appointed as Mediator in order to resolve the overall dispute between the parties.

8. Parties are directed to approach the learned Mediator to fix the schedule of dates of meetings and shall extend complete cooperation.
9. It is directed that costs of mediation and Mediator's fees and charges shall be borne equally by the Petitioner and contesting Respondents i.e. Respondent Nos.4 and 5.
10. Learned Mediator is requested to decide the mediation proceedings and submit his report to this Court on the next adjourned date if possible.
11. Stand over to **13th August, 2025** at the joint request of parties under the caption "**for Direction and Compliance**".

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[MILIND N. JADHAV, J.]

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by RAVINDRA
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