
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO. 11338 OF 2024

Swapna Katrick Chatterjee

...Petitioner

Versus

Thane Municipal Corporation Through Its
Municipal Commissioner & Ors

...Respondents

Mr. Sanjay Dubey, for the Petitioner.

Ms. Savina Crasto, AGP for Respondent-State.

Mr. Kailas S. Dewal, a/w Yash Dewal, for Respondent No.2.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : DECEMBER 23, 2025

ORDER :

1. After the parties were heard for some time, based on a suggestion from the bench, the parties agreed that the Petition may be disposed of in the following terms:-

A) Possession of Flat No.102 which is allocated to the
Petitioner shall be handed over to the Petitioner
within a period of two weeks from the date of upload
of this order on the website of this Court;

- B) All transit rent payable to the Petitioner in accordance with the terms of the original Development Agreement shall be released to the Petitioner within a period of two weeks from the date of upload of this order on the website of this Court;
- C) The transit rent shall be computed in terms of the original Development Agreement until December 19, 2019, the date on which the Occupation Certificate was issued. It is the claim of the Petitioner that despite the apartment being ready, the Petitioner did not accept possession on the ground that she is entitled to a higher area while the Petitioner claims that the Developer did not hand over possession despite the petitioner being ready to accept possession. Therefore this is *pro tem* minimum that ought to be paid subject to adjudication of whose version is accurate;
- D) A draft of the Permanent Alternate Accommodation Agreement (“**PAAA**”) which would evidence title to Flat No.102 shall be shared with the Petitioner, along

with copies of the agreements executed with other members of the Society, so that the Petitioner's Advocates can be satisfied that *pari passu* treatment is given to the Petitioner on par with all other members of the society, and to ensure that there is no peculiar clause being inflicted on the Petitioner only because of the past disputes between the parties;

E) Should the Petitioner and the Developer not execute the PAAA, the Court Receiver shall be entitled to execute the same on behalf of the parties, which would bind the parties. The Respective party shall be at liberty to approach the Court Receiver in this regard;

F) The Developer shall seek the Petitioner's convenience for scheduling the appointment for registration of the documentation which would evidence title in favour of the Petitioner;

G) All disputes and differences between the parties except for (i) damages as compensation for the allegedly lower area given to the Petitioner; and (ii)

the accurate amount of transit rent payable beyond the date of the occupation certificate depending on who is held to be the cause of possession not having been given and taken till date, stand fully and finally settled by this arrangement. The aforesaid claims shall be adjudicated and resolved by arbitration instead of pursuing a suit. Such residual dispute shall be resolved by reference to arbitration, for which the parties have instructed their advocates to record consent.

H) Taking on record the consent of the parties, an Arbitral Tribunal is appointed in the following terms:-

- a) Mr. Rohit Joshi, an advocate of this Court, is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above;

Office Thane office:

Address:- 203, Anmol sapphire Baji Prabhu

Deshpande Road, Near Gajanan
Vada Pav centre,
Vishnunagar, Naupada,
Thane West 400602

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Correspondence address:
Cabin No 22, Blaze Business
Centre, 134 Nagindas Master
Road, Next to Commerce House,
Fort Mumbai.

Email ID: joshi.rohit87@gmail.com

b) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date of upload of this order. The Petitioner shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

c) The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two

weeks from receipt of a copy of this Order;

- d) The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;
- e) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

2. With the aforesaid arrangements, this Petition is ***finally disposed of.***

3. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]