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

**INTERIM APPLICATION NO. 1700 OF 2025
IN
COMMERCIAL ARBITRATION PETITION NO. 184 OF 2017**

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Shiva Laxman Pasare

... Applicant

In the Matter between :

Homai Mahal Premises Co-operative
Society Ltd.

...Applicant

Versus

M/s. Icon Builders and Developers and Anr.

...Respondents

Mr. Prashant Pandey *a/w. Ridhima Mangaonkar, Dinesh Jodhwani i/b
W3Legal LLP, for Applicant.*

Mr. P.B. Gole, *for GIC Housing Finance Ltd.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : June 25, 2025

Order :

1. Having heard the parties for some time, it is clear that the passport of the Applicant came to be deposited in this Court pursuant to an order dated August 22, 2016. At the relevant time, the Applicant was a General Manager of Respondent No.1-M/s. Icon Builders and Developers, which was the developer carrying out redevelopment under a development agreement.

2. A Learned Single Judge of this Court thought it fit to have the passport of the General Manager deposited in this Court, in exercise of the jurisdiction of this Court under Section 9 of the Arbitration and Conciliation Act, 1996 (*“the Act”*).

3. Learned Counsel for the Applicant points out that since the interlocutory reliefs were in aid of the arbitral proceedings, it is important to note that the arbitration proceedings have culminated in an award dated 12, 2025. It is the case of the Applicant that he had ceased to be the employee of Respondent No.1-M/s. Icon Builders and Developers since August 2016. A compilation of documents relied upon by the Applicant comprising five documents is taken on record. It is seen from such compilation that the arbitral award has held that the termination of the relevant development agreement was lawful and a sum of Rs. 26.26 Lakhs was payable by the developer to the claimant in those proceedings. So also, another sum of Rs. 1.20 Crores was directed as being payable under a different head. Finally, costs had been awarded in the sum of Rs. 30 Lakhs.

4. The Applicant was neither promoter nor partner of the firm. He was an employee of the Respondent No.1 M/s. Icon Builders and Developers. In these circumstances, considering that the arbitral award constitutes a money decree against the said developer and no direction is issued to the Applicant,

no useful purpose would be served by keeping the passport of the Applicant held up in the Registry of this Court.

5. The right to have a passport and travel anywhere as one pleases is an integral part of an individual's right to life under Article 21 of the Constitution of India. For whatever reasons that the Learned Single Judge felt necessary to hold up the passport at the relevant time, the passport came to deposited in this Court. Since the arbitral proceedings have now concluded and I find nothing in the operative part of the final award necessitating continuation of holding of the passport of the Applicant in the Registry of this Court, it is directed that the passport of the Applicant be released.

6. Liberty is granted to the Applicant to approach the Registry to process the release of the passport. This Interim Application is *finally disposed of* in the aforesaid terms.

7. 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.]