
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.91 OF 2025

Pranav Constructions Limited
(formerly known as Pranav Constructions
Private Limited)

...Petitioner

Versus

The Bandra Gul E Baug Co-operative
Housing Society Limited & Ors.

...Respondents

Mr. Prathamesh Kamat a/w. *Mr. Harsh B. a/w. Prachi Sanhvi*
i/b HN Legal for the Petitioner.

Mr. Mohit Khanna i/b *Mr. Yash A. Dhakad for Respondent No.1.*

Mr. Nikhil Patil, *for Respondent Nos.2 and 3.*

Mr. Dushyant Krishnan a/w. *Mr. Snehil Rai i/b Mr. Garfield M*
for Respondent No.6.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : March 27, 2025

P. C.

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) seeking intervention of this Court within the limited scope of powers available to it under Section 9 of the Act. The Society entails three buildings. It is common ground that the scheduled date for vacating was February 21, 2025.

2. Objections from members are seen only in respect of two flats, namely, Flat No. 8 in the building called “Baug-e-Rehmat” and, Flat No. A-3 in the

building called “Gulnar A”. Respondent Nos. 2, 3, 4 and 5 have disputes in relation to Flat 8 in Baug-e-Rehmat. Respondent Nos. 6, 7 and 8 have disputes in respect of Flat No. A-3 of Gulnar A. It is also common ground that Respondent No. 4 currently lives in Flat No. 8 in Baug-e-Rehmat while Respondent No. 8 currently lives in Flat No. A-3 in Gulnar A.

3. Having heard the parties for some time, taking into account the principles of co-operative law and the agreements demonstrating the collective will the near complete general body of the Society, and yet balancing completing considerations and interests of the dissentient members, and indeed taking into account that the scheduled date for vacating has long passed, based on inputs from the parties, the following order is passed :

A) The occupants of Flat No. 8 Baug-e-Rehmat and Flat No. A-3 in Gulnar A shall vacate their premises no later than April 24, 2025. They shall arrange their affairs and remove their belongings in a manner that the premises are available to be delivered to the Developer by that date. This of course is on the premise that all the other members of the society who are said to have committed to vacate, will also do so, no later than the aforesaid date. Since there is no complaint about any of them refusing to vacate, they are not

covered by this order, but *pari passu* treatment to all the members is expected;

B) Should any of the respective flats not be vacated by the aforesaid deadline, the Learned Court Receiver of this Court shall be entitled to evict whoever is found within these flats, make an inventory of the belongings, if any, kept there, and hand over possession for redevelopment to the society and the developer;

C) The Permanent Alternate Accommodation Agreement (“**PAAA**”) shall be executed on behalf of the dissentient members by the Learned Court Receiver in respect of both the flats, without prejudice to the rights and contentions of the respective Respondents to agitate their *inter se* disputes among one another in such forum as advised. However, the transit rent and other financial payments due in respect of the two flats shall be paid to the person from whom possession of the flats are taken namely Respondent No. 4 in respect of Flat No. 8 in Baug-e-Rehmat and Respondent no. 8 in the respect of Flat No. A-3 in Gulnar A;

D) The legal entitlement to such payments is not being commented upon. The payment to the person from whom possession is taken is

for operational convenience. The other Respondents who have disputes and claims over such payments shall be free to agitate proceedings before such forum as advised, and the receipt of payments under this Order shall be subject to the outcome in such other proceedings;

E) This arrangement is being made only to enable those displaced by the redevelopment, to be able to fend for finding new accommodation and being able to deal with having residential premises pending redevelopment.

4. There are disputes between the dissentient members and the Society in respect of their entitlements from the redevelopment. The Developer submits that the entitlements provided from the redevelopment would be in terms of the agreement reached with the Society as reduced to writing. Should there be disputes about entitlements between any member of the Society and the Society, those disputes too would not be prejudiced by the passing of this order. Such disputes may be resolved in an appropriate forum by taking recourse to such proceedings as advised.

5. In view of the graciousness shown today in respect of the two flats by the concerned Respondents, Learned Counsel for the Petitioner as well as

Respondent No. 1 have fairly agreed that leaving a past rancour aside, they shall not treat these Respondents who have been dissentient members as “non-cooperative members” leading to financial burden on them in terms of the development agreement.

6. In the spirit in which this order has been passed, it is hoped that the Learned Court Receiver would not require police assistance for forcible eviction. Should the need arise, it is made clear that the possession shall be taken at 11 A.M. on April 24, 2025 with the assistance of the local police station. A copy of this order may be served on the local Deputy Commissioner of Police of the relevant zone to ensure that appropriate support is available to the Learned Court Receiver to implement this order.

7. The Petition is ***finally disposed of*** in the aforesaid terms.

8. Needless to say, all Interim Application connected to this Petition also stand disposed of.

9. 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.**]