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

ARBITRATION PETITION NO. 114 OF 2025

Tilak Nagar Kaveri Co-Operative Housing
Society Limited ...Petitioner

Versus

M/s. Mount Blanc Real Estate Pvt. Ltd. ...Respondent

Mr. Sanjiv A. Sawant, a/w Mr. Abhishek P. Deshmukh, Bhakti
Wast i/b Mr. Abhishek P. Deshmukh, for the Petitioner.

*The Respondent was represented but appearance has not been
received.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 23, 2025

PC :

1. The facts in this Section 9 Petition fall in a narrow compass. The parties had executed a Development Agreement on December 30, 2011 and a Supplemental Agreement on April 17, 2012. It is common ground that no redevelopment took place pursuant to the aforesaid documentation and eventually the Petitioner terminated the Agreement on October 08, 2016. Till date, since the termination, there has been no protest or litigation raised by the Respondent against the termination.

2. A new Development Agreement has been authorized by the General Body of the Society on July 16, 2024. It is the case of the Petitioner, that the Respondent-Developer is disrupting the potential progress of the redevelopment by interfering with statutory bodies and stating that he would have claims in respect of the property to be developed.

3. Learned Counsel for the Respondent-Developer has entered appearance and accepts notice. He submits that till date, pursuant to the terminated Development Agreement, no third-party rights have been created or have been purported to be created. Likewise, he submits that he is not interfering in any manner whatsoever with the enjoyment by the Society of its rights on the property. Towards this end, he would submit himself to the restraint prayed for in prayer clause (b) of the Petition (Pages 56 & 57).

4. In these circumstances, taking on record a commitment by the Respondent-Developer that he is not interfering with the enjoyment of the property by the Society, it would follow that there would be no need to adjudicate this Petition, since the Respondent-Developer is submitting to an order of the Court in terms of prayer clause (b). Consequently, the Respondent-Developer would be expected not to interfere with the proposed redevelopment, and any reasonable assistance that may be needed for the Society to enjoy its property, should not be interfered with by the Respondent-Developer.

5. Should any original documents have remained with the Respondent- Developer which would be necessary for the Society to enjoy its property, the Respondent-Developer would have to hand them

over to the Society. Purely to examine whether the parties would be willing to proceed to arbitration should there have been any rights that are being violated by either side, list on ***April 30, 2025***, so that without the need for an Application under Section 11 the parties could be sent to arbitration, which can then takeover these proceedings from that stage.

6. 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.]