

Salgaonkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION(L) NO.31655 OF 2025
WITH
COMMERCIAL ARBITRATION APPLICATION NO.358 OF 2025

Mohite Realtors LLP .. Petitioner/
Applicant

Versus

Ghatkopar Avadhoot Co-Operative .. Respondent
Housing Society Limited

WITH

COMMERCIAL ARBITRATION PETITION (L) NO.30368 OF 2025

Ghatkopar Avadhoot Co-Operative .. Petitioner
Housing Society Limited

Versus

Mohite Realtors LLP .. Respondent

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Mr.Vishal Kanade with Prapti Kedia, Ntan Jain and
Mr.Rushikesh Dusane i/b Agama Law Associates for the
Petitioner in CARBPL/31655/25, CARAP/358/25 and for the
Respondent in CARBPL/30368/25.

Ms.Rita K. Joshi (through VC) for the Respondent in
CARBPL/31655/25, CARAP/358/25 and for the Petitioner in
CARBPL/30368/25.

Mr.Richard Joseph Pillai, Treasurer, present in Court.

Mr.Vijay Govind Patade, Secretary, present in Court.

Mr.Vidyadhar K. Sawant, Chairman, present in Court.

Mr.Vijay Govind Patade, Mr.Nandan Kolasekar and Mr.Arvind Ramchandra Pawar, Committee Members, present in Court.

CORAM: BHARATI DANGRE, J.

DATE : 21st NOVEMBER, 2025

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P.C:-

1. A Development Agreement dated 11/02/2022 entered between Ghatkopar Avadhoot Co-Operative Housing Society Limited (**the Society**) and M/s Mohite Realtors LLP (**the Developer**) is the subject matter of the two Petitions filed under Section 9, one by each of the party alongwith an Application under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of Arbitrator.

The Developer in Section 9 Petition seeks direction to the Society to execute the application for No-Dues certificate alongwith Supplementary Lease Deed through its Managing Committee and to render co-operation in executing such other Deeds and documents required for securing Full Occupation Certificate ensuring necessary compliances with MHADA, Joint Registrar or any other Authority, which is involved.

Whereas Section 9 Petition filed by the Co-operative Housing Society seek possession of the redeveloped flats to the balance members of the Petitioner/Society, who have not been yet handed over the possession, on the basis of the Part Occupation Certificate dated 09/06/2025 or a direction is sought to the Developer to pay to each member the arrears with interest of monthly rental compensation from 01/07/2025 till the possession of the new flat is handed over to them.

2. Learned counsel Mr.Kanade appearing for the Developer has submitted that the Developer is within the prescribed timelines in securing the Full Occupation Certificate and only Part Occupation Certificate is obtained. Unless and until the Supplementary Lease Deed is signed by the members of the Society, the Full Occupation Certificate cannot be obtained. He would also submit that there is an issue about the GST and as per the Development Agreement, GST is to be borne by the flat purchaser, but the members of the society have failed to make the payment, as a result of which, he is made to incur penalty.

Learned counsel representing the Society would, however, submit that it is the Society which was ready to render co-operation, but in the wake of some structure being raised by the Developer to which the Society objected, Supplementary Lease Deed was not signed. She also makes a statements that the corpus amount is due and payable to the members of the Society and let the Developer adjust the said amount against the GST amount, which is computed and the notice in that regard is served upon the individual members.

I am also informed that nine members have already made the payment of GST amount and taken possession of their respective flats.

3. During the course of hearing, a consensus has emerged between the Developer and the members of the Co-Operative Society with the presence of its office bearers which include the Chairman-Mr.Vidyadhar K. Sawant, Secretary-Ismail Budy, Treasurer-Richard Joseph Pillai and the Committee Members, Mr.Vijay Govind Patade, Mr.Nandan Kolasekar and Mr.Arvind Ramchandra Pawar.

In the wake of the aforesaid consensus, the following order is passed, by consent.

: **ORDER** :

1. Both the parties have filed Petitions under Section 9 of the Arbitration and Conciliation Act, 1996 wherein Mohite Realtors LLP (“**Developer**”) has also invoked arbitration and filed a Petition under Section 11 of the Arbitration and Conciliation Act, 1996. In light of the submissions made by the parties, following directions are being passed, by consent:
 - i. On or before 24 November 2025, the Ghatkopar Avadhoot Co Operative Housing Society Ltd. (“**Society**”) shall submit a letter to MHADA for issuance of a no-dues certificate along with Supplementary Lease Deed.
 - ii. It is directed that MHADA shall issue the draft of Supplementary Lease Deed to the Society on or before 27 November 2025.
 - iii. The Society shall by a special general body meeting approve the draft of the Supplementary Lease Deed on or before 28 November 2025.
 - iv. The Society shall execute the Supplementary Lease Deed and tender the same in the office of MHADA in the presence of the CO and Joint CO or as per requisite MHADA Regulations.

- v. The Registrar of sub-assurances of the concerned district shall issue its adjudication order and payment of the same shall be forthwith made by the Developer. This process be completed by on or before 29 November 2025.
 - vi. It is directed that MHADA shall register the Supplementary Lease Deed on or before 30 November 2025.
 - vii. In the event the Society fails to execute any document or attend office of MHADA for any reason the Court Receiver, Bombay High Court, stands appointed for execution of documents and completion of requirements, on behalf of the Society. On his appointment, the Court Receiver shall act forthwith for execution of documents and completion of requirements.
2. It is further directed that upon the execution of the Supplementary Lease Deed, MHADA shall process the Application for grant of Full Occupation Certificate expeditiously and in any event within three weeks thereof.
3. Only after execution of the Supplementary Lease Deed, the Members of the Society (as per list annexed) shall -
- i. Upon payment of Rs. Rs. 4,72,340 per member as GST charges shall be handed over their respective

units within a period of 3 working days.

- ii. Or in the alternative, upon Members in the list above addressing a Letter seeking adjustment of the corpus amount, from the GST payment, the Developer shall adjust Rs. 3,75,000 against the GST amount payable, i.e., Rs. 4,72,340. Thereafter, upon payment of the balance amount of GST, i.e., Rs. 97,340 by the individual member to the Developer, possession of the respective unit shall be handed over in 3 working days.
 - iii. Upon receipt of Rs. 4,72,340 for every flat (as per the list annexed herewith) or as per the adjustments made in the preceding clause, the Developer undertakes to pay GST to the authority and furnish cumulative Challan to the Society.
 - iv. If upon adjudication by the GST authority, the GST per person is less than Rs. 4,72,340, the Developer shall reimburse the excess amount within 4 weeks of such adjudication. In the event, any further amount is claimed by the GST authority, over and above Rs. 4,72,340 per member, the Developer undertakes to pay the same.
4. The disputes between the parties stand resolved in terms of the present Order.
5. In light of the directions passed hereinabove, the CARBP

(L) 31655 of 2025, CARBP (L) 30368 of 2025 and CARAP 358 of 2025, stands disposed off.

(BHARATI DANGRE, J.)