

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

COMMERCIAL ARBITRATION PETITION NO. 275 OF 2026

Mohammed Ali M. Sali, (since deceased) ...Petitioners

Versus

Rajaram Chavan Real Estate Private Limited ...Respondent

**WITH
INTERIM APPLICATION (L) NO. 4575 OF 2023
IN
COMMERCIAL ARBITRATION PETITION NO. 275 OF 2026**

Shadab Yusuf Mukadam and 14 Ors. ...Petitioners

Versus

Mohammed Ali Mohammed Salih Deceased ...Respondents
Through Lh A To E and Anr

**WITH
INTERIM APPLICATION (L) NO. 2519 OF 2025
IN
COMMERCIAL ARBITRATION PETITION NO. 128 OF 2017**

Saifuddin Khokawala ...Petitioners

Versus

Mohammed Ali M Sali ...Respondent

**WITH
COMMERCIAL ARBITRATION PETITION (L) NO. 5353 OF 2023**

1 Shadab Yusuf Mukadam ...Petitioners

Versus

Mohammed Ali Mohammed Salih ...Respondent

**WITH
INTERIM APPLICATION (L) NO. 36224 OF 2024**

IN
COMMERCIAL ARBITRATION PETITION NO. 128 OF 2017

Santosh Kanade

...Petitioners

Versus

Mohammed Ali M Sali

...Respondent

Mr. E.A. Sasi *a/w Arnav Rane, Mr. Tejas Shinde, for the Petitioner.*

Mr. Rishikesh Soni *i/b Ashok Purohit & Co., for Respondent No.2.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 30, 2026

ORDER :

1. By the Judgement dated March 5, 2026, the standoff between the parties was resolved by directing that the keys to the Subject Flats be delivered to the Court Receiver. By that Judgement, various Subject Flats that third-party flat purchasers were entitled to were directed to be handed over. Later, various Subject Flats that the third-party flat purchasers were entitled to were also directed to be handed over to the respective flat purchasers against their deposit of the residual consideration payable by them, also with the Court Receiver. Such amounts were meant to be held subject to the outcome of the arbitration proceedings.

2. The Court Receiver submits that the balance consideration in respect of all the Subject Flats has been received. Flat No. 111 is listed in the

said judgement as one of the Subject Flats and is also identified as a Lien Flat to be held for securing the Developer. The keys to Flat No. 111 have not been handed over by the Developer to the Court Receiver.

3. As the entire consideration of all the third-party flat purchasers has been received, the keys to all the Subject Flats other than Flat No .111 have also been tendered to the Court Receiver, who has in turn handed them over to the respective flat purchasers. Therefore, compliance with the directions passed in the matter is now complete.

4. Mr. Soni, Learned Counsel on behalf of the Developer, submits that the reference to Flat No. 111 within the definition of “Subject Flats” is obviously erroneous, inasmuch as in the very same paragraph (Paragraph No. 10) of the Judgement dated March 5, 2026, Flat Nos. 111 and 207 are identified as Lien Flats on which the owner was not entitled to create any third-party rights.

5. Be that as it may, considering that a direction to deposit all the keys with the Court Receiver has been passed and none of the parties has till date sought to have the contents of Paragraph 10 corrected, purely as a *pro tem* measure, the keys to Flat No. 111 shall also be deposited with the Court Receiver. It is made clear that the keys shall not be released to the Owner or to any other party. The parties shall approach the Learned Arbitral Tribunal for

appropriate directions and clarifications in the matter including what further interlocutory arrangements between the parties are to be made pending the hearing of the dispute. In these circumstances, within a week from today, the keys to Flat No. 111 shall also be delivered to the Court Receiver, who shall hold the same subject to directions from the Learned Arbitral Tribunal.

6. The parties shall approach the Learned Arbitral Tribunal and it shall be open to the Arbitral Tribunal to issue such directions as it deems fit, including on the release of the keys to Flat No. 111 back to the Developer. The proceedings in this matter specifically pertain to the challenge to the orders passed under Section 17. Once the aforesaid judgement was passed and these orders for compliance have been passed, it is not appropriate to continue to monitor and issue operational directions in the matter. The entire interlocutory arrangement from here on lies squarely in the domain of the Learned Arbitral Tribunal, which must convene at the earliest and issue directions to the parties on how to proceed further.

7. Stand over to ***June 12, 2026***.

8. 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.**]