

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
INTERIM APPLICATION NO. 411 OF 2026
IN
COMMERCIAL SUTT NO. 524 OF 2017**

Purvankara Limited	...Applicant
In the matter of	
Azadi Mario Stanislaus Rodrigues & Ors	...Plaintiffs
Vs.	
Kamla Mahesh Developers & Ors	...Defendants

**WITH
INTERIM APPLICATION NO. 39 OF 2025
WITH
INTERIM APPLICATION (L) NO.5120 OF 2025
IN
COMMERCIAL SUTT NO. 524 OF 2017**

Ratilal Ambalal Sapariya & Ors	...Applicants
In the matter of	
Azadi Mario Stanislaus Rodrigues & Ors	...Plaintiffs
Vs.	
Kamla Mahesh Developers & Ors	...Defendants

Mr. Simil Purohit, Senior Advocate a/w Mr. Vishal Pattabiraman, Delnavaz Patel.
Yesha Badani i/b Trilegal for Applicant in IA/411/2026.
Ms Aneesa Cheema aw/ Mr. Ashwin Sawlani i/ Lexicon Law Partners for
Applicant in IAL/24802/25.
Mr. Sushant Arora a/w Ms Vaishnavi Adhav i/b LR & Associates for Plaintiffs.
Mr. Mayur Khandeparkar a/w Mr. Vikramjit Singh Gharewal a/w Mr. Parth
Jasani and Mr. Dhyan Shah for Applicants in IA/39/2025 (original Defendant
Nos.3 to 6).

CORAM : ARIF S. DOCTOR, J.

DATE : 1st APRIL 2026

P.C.

1 The matter was taken up for speaking to the minutes of order dated 23rd February 2026. Mr. Khandeparkar learned counsel appearing on behalf of the Applicants (original Defendant Nos.3 to 6) pointed out that while the Court had in paragraph 48(iii) directed the Applicants to pay a sum of Rs.20,66,00,000/- (later on increased to Rs.23,45,29,870/- vide the order dated 9th March 2026) the directions for handing over the title deeds by Kanga & Co. (Escrow Agent), that direction was absent in the order.

2 Mr. Purohit, learned senior counsel for Purvankara Ltd. opposed the application and submitted that the order was correctly worded, as in the event, the title documents were handed back, the Purvankara will be left without any security which was contrary to the consent terms entered into between the parties which contemplated handing over of the title deeds on payment of the entire amount due to Purvankara. Mr. Purohit submitted that in the event his client is permitted to withdraw the entire amount of Rs.23,45,29,870/- an undertaking would be given by the Director of Purvankara to bring back such money alongwith interest, in the event it was so found that Purvankara was not entitled to the same or any part thereof. Mr. Khandeparkar correctly pointed out that this aspect would require adjudication and given that there was no proceedings in which the same to be adjudicated, such order would not be

workable.

3 It was then put to learned counsel for the Applicants and Purvankara as to whether their respective clients would be willing to submit their disputes and differences to a fasttrack arbitration under Section 29(b) of the Arbitration and Conciliation Act, to have resolution on this aspect. Both the learned counsel on instructions fairly submitted that their respective clients were willing to do so. I therefore, appoint Mr. Aditya Thakkar as sole arbitrator, whose details are as follows:

Name:– Mr. Aditya Thakkar
Address:– 3rd Floor, East and West Insurance Building,
49/55, Mumbai Samachar Marg,
Opposite Bombay Stock Exchange, Fort, Mumbai.
Email :– aat273@gmail.com
Contact No.:– 98215 34225.

On a copy of this order being uploaded, learned counsel shall approach Mr. Thakkar to enable him to fix a schedule for arbitration.

4 Mr. Khandeparkar submits that the Applicants shall obtain a pay order for the amount of Rs.23,45,29,870/- and furnish a copy thereof to M/s. Kanga & Co. (Escrow Agent), who shall thereafter hand over the title deeds to the Applicants. The Applicants shall then on receipt of the title deeds hand over the the pay order to Purvankara.

5 Mr. Purohit, learned senior counsel appearing on behalf of Purvankara submits that on the pay order being handed over, his client shall file an undertaking in this Court of the Managing Director / Director to the effect that Purvankara shall abide by the outcome of the arbitral proceedings and if it is

held that any monies are to be returned to the Applicants, the same shall be returned with interest as determined by the Learned Arbitrator.

6 By consent, time to make payment as set out in paragraph 48 (iii) of the order dated 23rd February 2026, is extended upto 23rd May 2026.

[ARIF S. DOCTOR, J.]