

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

ARBITRATION PETITION NO.621 OF 2025

Protsahan Developers LLP
V/S
Ruchi CHS Ltd. & Anr.

....Petitioner

....Respondents

Mr. Atul Damle, Senior Advocate with Mr. A.R.Shaikh and Mr. S.D. Mishra i/b M/s. ASD Associates *for the Petitioners.*

Mr. Sandeep R. Waghmare *for Respondent No.1.*

**CORAM : SANDEEP V. MARNE, J.
DATE : 12 JANUARY 2026.**

P.C.:

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking interim measures before initiation of arbitral proceedings for vacation of premises in possession of Respondent No.2 for carrying out redevelopment of the building of the first Respondent-Society. Respondent No.2 is served with private notice. Additionally, this Court issued notice to Respondent No.2 on 27 November 2025. Office report indicates that Respondent No.2 has refused to accept the envelope containing the Court notice and the envelope is returned with the remark 'refused'. Respondent No.2 is thus duly served.

2. I have heard Mr. Damle, the learned Senior Advocate appearing for the Petitioner and Mr. Waghmare, the learned counsel appearing for the first Respondent Society.

3. It appears that the first Respondent-Society has executed a Development Agreement with the Petitioner on 31 January 2025 for the purpose of redevelopment of the Society's building. The Society has total 20 members. Petitioner has secured Intimation of Disapproval from Municipal Corporation for Greater Mumbai on 29 August 2025 and thereafter called upon members to vacate the possession of the respective flats vide notice dated 3 September 2025. The Petition contains averments that 19 out of the 20 members have agreed to vacate the possession of their respective premises. However, only Respondent No.2 has refused to vacate the premises in his possession. Accordingly, Petitioner has filed the present Petition for seeking possession of premises from Respondent No.2 for carrying out smooth redevelopment of the Society's building.

4. In *Pranav Constructions Ltd. vs. Priyadarshini Co-operative Housing Society Ltd. and others*¹, Division Bench of this Court (of which I was the member) has held that all individual members of the Co-operative Society are bound by the covenants of the Development Agreement executed by the Society with the Developer and their individual rights are subservient to the obligations of the Society under the Development Agreement. This Court has further held that existence of disputes between the members and the Society about their entitlements flowing out of the redevelopment process cannot be a ground for this Court not to make interim measures directing vacation of premises in exercise of power under Section 9 of the Arbitration Act.

¹ Arbitration Appeal (L) No.20093 of 2025, decided on 14 July 2025.

5. In my view therefore, the alleged disputes of Respondent No.2 with the Society or with the Petitioner/Developer regarding his entitlements flowing out of redevelopment process cannot be a ground for Respondent No.2 not to vacate the possession of his premises. Respondent No.2 is equally bound by the obligations to vacate the possession of the premises as per the contractual covenants under the Development Agreement.

6. In that view of the matter, the present Petition deserves to be made absolute by directing Respondent No.2 to handover possession of his premises to the Petitioner for carrying out redevelopment of Society's building.

7. Accordingly, the Petition is made absolute in terms of prayer clauses (a) and (b) which reads thus:

“(a) Pending the commencement hearing and final disposal of the Arbitration proceeding, Respondent No.2 by mandatory orders and directions of this Hon'ble Court be directed to handover physical, vacant and peaceful possession of the suit Flat No.14 on the Third floor admeasuring 292.25 sq. ft. carpet area of the building Ruchi Co-operative Housing Society Ltd., L. Bhandari Marg, (Shimpoli Road), Borivali (West), Mumbai – 400 092, to the Petitioner for the purpose of demolition and redevelopment of Property that is bearing C.T.S. No.511 (PT), (New) Final Plot No.534 admeasuring 694.80 sq. meters situate at TPS III, Borivali, Village Eksar, Taluka Borivali, Mumbai Suburban District.

b) Pending the commencement hearing and final disposal of the Arbitration proceeding, Court Receiver, High Court Bombay be appointed as Receiver on the Suit Flat No.14 on the Third floor admeasuring 292.25 sq. ft. carpet area of the building Ruchi Co-operative Housing Society Ltd., L. Bhandari Marg, (Shimpoli Road), Borivali (West), Mumbai – 400 092, with all powers under Order 40 Rule 1 of Civil Procedure Code, 1908 including the power to take forcible possession of suit flat with the help of the Police from Respondent No.2 and handover suit flat to the Petitioner or to Respondent No.1 Society for the purpose of demolition and

redevelopment of the suit property bearing C.T.S. No.511 (PT), (New) Final Plot No.534 admeasuring 694.80 sq. meters situate at TPS III, Borivali, Village Eksar, Taluka Borivali, Mumbai Suburban District.”

8. Petitioner to bring this order to the notice of Respondent No.2 immediately. The outer limit for vacation of premises by Respondent No.2 is fixed as 15 February 2026.
9. With the above directions, the Arbitration Petition is **disposed of**.
10. The Court Receiver to act on copy of this order downloaded from the Court's website.

(SANDEEP V. MARNE, J.)

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signed by
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RAJALINGAM
KATKAM
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