
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 665 OF 2025

Pooja Chirag Shah

...Petitioner

Versus

Rakesh Satyanarayan Pande

...Respondent

Mr. Mutahhar Khan, a/w Vishal Mehta, Manashvi Shah, i/b M/s.
MV Law Partners for the Petitioner.

None for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : April 30, 2026

ORDER :

1. This is a Petition under Section 37 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) impugning an order dated November 4, 2025 passed under Section 17 of the Act (“***Impugned Order***”). Yet again, none appears for the Respondent.

2. I have examined the Impugned Order with the assistance of Mr. Khan, Learned Advocate who appears for the Petitioner. It is seen from paragraph 17 of the Impugned Order that a reasonable suggestion had been made by the Learned Arbitral Tribunal in the course of the Section 17 proceedings, which had been rejected by the Petitioner, although the same had been acceptable to the Respondent.

3. Since none appears for the Respondent, and considering that since the passing of the Impugned Order, the final occupation certificate too has been received, the subject matter of the arbitration will only benefit by the economic value of the units that are now ready for sale, being realised.

4. In these circumstances, despite the absence of the Respondent, to preserve the competing interests and to balance competing considerations, the following order is passed:-

A) Mr. Khan's submission that out of the 69 units, the sale of 50 units had been contracted even prior to the Impugned Order and that the Learned Arbitral Tribunal has lifted the restrictions originally imposed in respect of such units, is taken on record;

B) As regards the balance 19 units, whenever an offer is received or made for sale of a unit, the specific particulars including the value of the consideration and the scheduled completion timeline shall be communicated by a written notice by the Petitioner to the Respondent, with the Respondent having seven

clear working days to examine the same and seek any clarifications from the Petitioner;

C) Within a period of seven working days thereafter, the Respondent shall be entitled to better the terms on which the proposal for sale is communicated by the Petitioner;

D) Should a better offer be communicated by the Respondent, the completion of the sale must match the same timelines as indicated in the offer communicated by the Petitioner. Any difficulties in matching the timeline owing to the proposal entailing completion of sale within the aforesaid periods shall be resolved by approaching the Learned Arbitral Tribunal for guidance;

E) If the commercial terms committed by the Respondent are superior to the terms contained in the notice issued by the Petitioner, subject to any guidance on the timeline for completion from the Learned Arbitral Tribunal, the transaction shall be

effected on the terms communicated by the Respondent pursuant to the aforesaid offer;

F) In the absence of any such communication or in the absence of a communication that is in conformity with the above parameters, the transaction as proposed by the Petitioner in the aforesaid offer shall be completed within the timeline indicated in the notice. Failure to complete within the timeline would lead to the process being repeated for the next proposed sale of the same unit.

G) At the stage when a transaction is completed pursuant to the aforesaid framework, both parties would be entitled to remain present at the completion and execution of the underlying Agreement for Sale/Deed of Conveyance for completing the transaction. It is made clear that while this is a right to remain present, if either party does not attend the completion, the completion subject to conformity with the aforesaid framework shall go through. Operational clarifications

in this regard may also be given by the Learned Arbitral Tribunal;

H) The proceeds of the sale, if any, including any installment based payments shall be deposited in a separate and distinct escrow account to be opened in the name of the Limited Liability Partnership;

I) The Learned Arbitral Tribunal shall issue instructions on how to operate such escrow account and what checks and balances to maintain for such escrow account.

5. Towards this end, the Petitioners shall draw the attention of the Learned Arbitral Tribunal to this order to enable the Learned Arbitral Tribunal to direct a framework for compliance with the aforesaid arrangements.

6. With the aforesaid directions, nothing would survive in the captioned Petition and the same is *disposed of* in accordance with the aforesaid terms.

7. The utilisation of money lying in such escrow account shall be subject to such directions as the Learned Arbitral Tribunal may deem

necessary. The parties shall be at liberty to address the Arbitral Tribunal on the terms of usage of the amounts lying in such escrow account. The Impugned Order as modified above, shall continue to operate, should there be any element in it that balances the interest of the parties.

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.]