

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 703 OF 2026
IN
COMMERCIAL SUIT NO. 67 OF 2024

Vivian Pinto ...Applicant

Versus

Wadhwa Realty Pvt Ltd ...Defendant

Ms Sarika Mehra, for the Applicant.

Mr. Masira Shaikh i/b. Trilegal for Defendant.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : April 18, 2026

ORDER :

1. The parties have resolved their differences on the draft of the Permanent Alternate Accommodation Agreement (“**PAAA**”) save and except for Clause 12 of the proposed draft, which reads thus : -

“All letters, notices, circulars, receipts issued by the Developer as contemplated by and under this Agreement shall be deemed to have been duly served/delivered to the Member and shall discharge the Developer completely and effectually of its obligations, if sent to the Member/to the member through the said Society under Certificate of Posting or Registered Post Acknowledgment Due at the address of the said Society.”

2. It is stated by Learned Advocate for the Society as well that a similar clause was indeed proposed in the other PAAAs and after negotiation, the clause had been deleted. Therefore, *prima facie*, the contention of the Society as well as the Applicant is that this clause is not on the same terms as all other PAAAs. However, there is consensus that all other provisions are identical to the PAAAs executed with all other members of the Society.

3. This is contested by Learned Advocate on behalf of Wadhwa Realty Pvt. Ltd., who submits that she would be able to demonstrate that this clause is indeed contained in other PAAAs as well. Be that as it may, considering the manner in which this matter has dragged on, the parties shall execute the PAAA without the aforesaid extracted Clause 12, since an appointment for the execution and registration has already been taken for Monday, April 20, 2026. However, it is made clear that, if Wadhwa Realty Pvt. Ltd. is able to demonstrate that an identical clause is indeed contained in all other PAAAs, under the directions of the Court, this clause would be inserted into the Agreement that would be executed on Monday, April 20, 2026.

4. Stand over for reporting compliance to ***May 5, 2026***.

5. 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.]