
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO.3924 OF 2025
IN
COMMERCIAL ARBITRATION PETITION NO.136 OF 2022

Shri. Saroj Sadan CHS Ltd. ...Applicant
Versus
Vini Developers ...Respondent

Ms J. Joshi *a/w. Harsesh Lulia, Advocates for Applicant.*

Mr. Prakhar Tandon *a/w. Mr. Gaurav Patankar, Advocates for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 24, 2025

PC :

1. Learned Counsel for the Petitioner submits that by Consent Terms dated April 17, 2023 executed in the course of proceedings under Section 9 of the Arbitration and Conciliation Act, 1996 ("***the Act***"), the Petition stood disposed of with an integral condition that if Respondent No.1 fails to comply with the consent terms, the Petitioner would revive such petition without any further reference.

2. Today, when the matter is called out, Learned Counsel for the Petitioner submits that there has been non-compliance with the

Consent Terms. One of them is said to be non-payment of any of the amounts payable under the Development Agreement to the Petitioner.

3. Learned Counsel for the Respondents submits that he would need to seek instructions as to the extent of non-compliance and what would be done to remedy the same.

4. Be that as it may, it is expected from the parties to proceed to arbitration forthwith. On the next occasion, if they do not have an agreed name, an application under Section 11 of the Act would be filed. In any case, since the consent terms are undertakings given to the Court, appropriate action for non-compliance would also to be considered.

5. Since the Learned Counsel for Respondent No.1 is seeking time only to take instructions, list on the ***Supplementary Board*** on ***April 2, 2025***.

6. 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.]