

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 Co Operative Housing Society Ltd ...Applicant

Versus

Vini Developers & Ors. ...Respondents

WITH

INTERIM APPLICATION NO. 5602 OF 2025

IN

COMMERCIAL ARBITRATION PETITION NO. 136 OF 2022

Mr. Vishal Kanade a/w Mr. Haresh Lulia, for the Applicant in IA(L)/3924/2025.
Mr. Karly Tamboly a/w Mr. Aadil Parsurampuriah and Prakhari Tandon i/b
Gaurav Pataukar, for Respondent No.1.
Ms. Pooja Yadav, (through V.C.), for the Respondent-BMC.

CORAM : ARIF S. DOCTOR, J.

DATE : 25th FEBRUARY, 2026

P.C.

1. Today, learned counsel for the parties are *ad idem* that the board and/or name of the Court Receiver which is affixed to the main door of Flat No. 803 be removed, since the proposed purchaser, Mr. Chirag Jain, is unable to obtain a bank loan for the purchase of the said flat on account of the Receiver's board. Therefore, the Court Receiver is directed to forthwith remove the said board to facilitate the sale of Flat No.803.

2. It is clarified that the sale proceeds of Flat No. 803 shall, with due intimation to the Court Receiver, be paid directly to the Society in accordance with the direction contained in the order dated 11th December 2025. Insofar as

all other aspects are concerned, Mr. Kanade, learned counsel for the Applicant prays for and is granted one week's time to consider the affidavit of Mr. Pritesh Damji Savla, filed today, and the affidavit tendered in Court shall be filed in the Registry.

3. Upon removing the board, the Court Receiver shall hand over the possession of Flat No. 803 to the Respondent-Developer and shall thereafter stand discharged.

4. I have also *ad idem* to the fact that there is no other impediment which would preclude any bank from granting a loan in respect of Flat No. 803, I have expressly noted so.

5. Stand over to **5th March 2026** for direction.

[ARIF S. DOCTOR, J.]