
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. ...Petitioner
Versus
Vini Developers ...Respondent

Mr. Vishal Kanade a/w. Ms. Janhavee Joshi a/w Mr. Haresh Lulia,
Advocates for Applicant.

Mr. Gaurav Patankar, *Advocate for Respondent No.1.*

Ms Pooja Yadav i/by Komal Punjabi, *Advocate for Respondent No.2*
BMC.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : MAY 2, 2025

PC :

1. By an Order dated April 22, 2025, a specific arrangement was put in place whereby *status quo* as obtaining as of that date was to be maintained in respect of Flat Nos.701 and 702. It was also clarified that the so-called fit out possession granted in respect of those flats would not be acted upon any further. The agreements by which these two flats were purported to have been sold were also asked to be placed on record. An affidavit dated April 29, 2025, has been filed purporting compliance and the same is taken on record. It is this affidavit that

annexes the sale deeds relating to this two flats, namely, Flat Nos.701 and 702.

2. However, yet again another new element has cropped up. Despite the explicit order stating that *status quo* shall be maintained in respect of these two flats, and such order having been uploaded on April 25, 2025, it is submitted by the Applicant that a leave and license agreement dated April 28, 2025 has been executed by the purported purchaser of Flat No.701. The effect and operation of this agreement is forthwith stayed *ex parte*, but notice shall be issued to each of the counter-parties to whom Flat Nos.701 and 702 are purported to have been sold, and also to the counter-party to the leave and license agreement, namely, Pushpa Mahendrakumar Patel. It is inexplicable that where even purported “*fit out*” possession has been stayed, some one would be willing to take a flat on license in advance without the flat being capable of being used. All of this *prima facie* arouses suspicion of being a device to skirt the directions issued by this Court.

3. Mr. Pritesh Savla had been asked to personally attend the Court on the last occasion and for the same, the matter was kept in the afternoon. He had attended Court in the second session and was present when the order was dictated. Having experience in the matter, it was expected that he would have positively informed the so-called

purchaser of these two flats about the *status quo* order. Since the explicit directions were issued, it is necessary to summon Mr. Pritesh Savla to remain present in the Court again on **May 7, 2025** at **2.30 p.m.**

4. Meanwhile Registry shall issue notice to the two counter-parties to the agreement for sale in respect of the two flats and the counter-party to the leave and license agreement, which purports to have taken Flat Nos.702 on license. Affidavits shall be filed by each of aforesaid persons to explain their conduct since the Court will examine the veracity and the commercial substance of their conduct, to rule out that they are parties to a device and contrivance to get around the jurisdiction under which this matter has been heard. Hamdast permitted.

5. The Applicant is also directed to serve private notice on them and file an affidavit of service containing tangible evidence of service. This order is dictated in open Court and in the presence of Learned Counsel for the parties and they shall inform this development to the respective parties.

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.]