



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION (L.) NO. 11748 OF 2026

Harshal Enterprises

...Applicant

V/s.

Saritagram Co-operative Housing
Society Ltd. & Anr.

...Respondents

Mr. Nirman Sharma with Mr. Ansh Karnawat, Mr. Pradeep Rane i/b. Mr. Akshay R. Kapadia, for the Petitioner.

Mr. Aseem Naphade with Mr. Induprakash Tripathi i/b. Mr. C.K. Tripathi, for Respondent No.1.

Mr. Aditya Pratap with Mr. Rohan Mohanto and Mr. Prashant Punj Mishra i/b. Mr. Aditya Pratap Law Offices, for Respondent No.2.

CORAM: SANDEEP V. MARNE, J.

DATED: 23 April 2026.

P.C.:

1) This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 seeking interim measures before commencement of the arbitral proceedings. Disputes have arisen between the parties out of Development Agreement dated 22 January 2026.

2) There are 64 members in the first Respondent-Society. It is the case of the Petitioner that out of 64 members, 63 members have



participated in the redevelopment process and Respondent No.2 alone is the dissenting member. Mr. Pratap, the learned counsel appearing for Respondent No.2 has highlighted several objections on behalf of Respondent No.2 which include Respondent No.2 not being signatory to the Development Agreement, violations of DCPR, absence of means of access, irregularities in conduct of General Body Meetings, Society's building not meeting redevelopment standards, FSI violations, financial difficulties of Petitioner-Developer. In my view, once majority members have adopted a Resolution to implement redevelopment process through the Petitioner, Respondent No.2 cannot separate himself and seek to raise individual grievances relating to the redevelopment process. The grievances which are sought to be agitated by Respondent No.2 cannot be agitated in Section 9 petition.

3) The subject matter of arbitration is the redevelopment of Society's building. Since 63 out of the 64 members have cooperated in the redevelopment process, permitting Respondent No.2 to retain possession on his flat would endanger the very subject matter of arbitration. In that view of the matter, it would be just and proper to make measures directing Respondent No.2. to vacate possession of his flat.

4) This Court has repeatedly taken a view that individual members of a cooperative society are bound by covenants of the development agreement executed by the society with the developer and their individual rights are subservient to the obligations of the society in the development agreement. It has held that existence of disputes between the society and its members about their entitlements flowing out of redevelopment process cannot be a ground for Section 9 Court not



to make interim measures directing vacation of premises. Reference can be made to the Division Bench judgment in Pranav Constructions Ltd. Versus. Priyadarshini CHSL & Ors.¹ and M/s. Rajendra Builders & Ors. Versus. Balaji Padmavati Developers & Ors.²

5) It appears that Respondent No.2 has already vacated the possession of his Flat. However, he has not handed over the keys to the Petitioner-Developer for the purpose of carrying out demolition of the building. The other 63 members have already vacated possession of their respective Flats and are unable to secure payment of rent on account of Respondent No.2 not vacating possession of his flat. In view of the above position, I proceed to pass the following order:

(i) Pending arbitral proceedings and till making of the final Award, Respondent No.2 shall handover keys of Flat/Room No.102 to the Petitioner-Developer for the purpose of carrying out redevelopment of Society's building on/or before 30 April 2026.

(ii) In the event Respondent No.2 fails to handover keys of Flat/Room No.102 within the stipulated time, the Petitioner shall be entitled to secure the same with the necessary police assistance.

(iii) The local Police Station is directed to provide police assistance to the Petitioner for securing the keys of Flat/Room No.102 from Respondent No.2 or to break open Flat/Room No.102 for the purpose of ensuring demolition of the building.

1 Arbitration Appeal (L.) No. 20093 of 2025 decided on 14 July 2025

2 Comm. Arbitration Appeal (L.) No. 31431 of 2025



- (iv) It would be open to Respondent No.2 to execute Permanent Alternate Accommodation Agreement (PAAA) with the Petitioner-Developer and the Society.
- 6) In the event Respondent No.2 fails to executed PAAA within a period of 3 months, the financial benefits flowing out of redevelopment process shall be deposited by the Petitioner with Respondent No.1-Society, which shall invest the same in interest-bearing deposits. As and when Respondent No.2 executes PAAA, the Society shall pay the the invested amount alongwith accrued interest to the Petitioner. The above interim measures shall be operational for a period of 90 days, before which Petitioner shall take steps for commencement of the arbitral proceedings.
- 7) All rights and contentions of Respondent No.2 *qua* redevelopment process are expressly kept open to be adjudicated before the appropriate Court/authority.
- 8) With the above directions, the Commercial Arbitration Petition is disposed of.

[SANDEEP V. MARNE, J.]