

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION (L.) NO. 15635 OF 2026

M/s. Aum Serenity

... *Petitioner*

V/s.

Nandita Co-operative Housing Society
Ltd.

... *Respondent*

Mr. Gaurav Joshi, Senior Advocate (through V.C.) with Ms. Tanvi Gandhi, Mr. Sahil Gandhi, Ms. Dimple Vora and Ms. Darshil Desai i/b. Markand Gandhi & Co., for the Petitioner.

Ms. Stenna Fernandes (through V.C.) with Mr. Pankaj S. Shinde, i/b. MR. Ashish Suryavanshi, for Respondent No.1.

Mr. Ankit Lohia i.b. Mr. Abhijit Singh, for Respondent No.2.

Mr. Aseem Naphade with Mr. Nachiket Kulkarni and Ms. Yashvi Panchal for Respondent No.5.

Mr. Saahil Memon i.b. Link Legal, for Respondent Nos. 6 and 7.

Mr. Sunil Gangan with Mr. Shrikant Seegarla and Mr. Manav Chetwani i/b. RMG Law Associates for Respondent No.8.

CORAM: SANDEEP V. MARNE, J.

DATED: 8 May 2026.

P.C.:

1) This is a petition filed under Section 9 of the Arbitration and Conciliation Act 1996 (**Arbitration Act**) seeking interim measures before

commencement of the arbitral proceedings. Disputes and differences have arisen out of the Development Agreement. So far as Respondent Nos.5 to 8 are concerned, they claim to be the legal heirs of the deceased member. As of now, Respondent No.5 is admittedly in possession of the flat. Respondent Nos.5, 6 and 8 are agreeable to an arrangement where the entire amount of transit rent would be paid to Respondent No.5 and he would also be put in possession of the Permanent Alternate Accommodation (**PAA**). However, the agreement for PAA is agreed to be executed in the joint names of Respondent Nos.5, 6 and 8. So far as hardship compensation/corpus is concerned, it has agreed that the same would be distributed equally amongst Respondent Nos.5, 6 and 8. With this arrangement, Respondent-5 has agreed to vacate possession of the Flat alongwith other members of the Society. This resolves the disputes relating to Flat No.B/7. This arrangement would be without prejudice to the rights and contentions of the parties.

2) So far as Respondent Nos.2 to 4 are concerned, they claim rights in respect of Flat No.A-1. It is reported that Respondent Nos.2 to 4 are also in the process of amicable resolution of their disputes qua Flat No.A-1.

3) Liberty is granted to move the Vacation Court in the event settlement is reached between Petitioner and Respondent Nos.2 to 4.

4) Similarly, the Petitioner would be at liberty to move the Vacation Court in the event Respondent Nos.2 to 4 do not settle their disputes.

[SANDEEP V. MARNE, J.]