

Shabnoor

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

ARBITRATION PETITION (L) NO.12090 OF 2026

Sahakar Builders & Developers

... Petitioner

Vs.

1. Shree Tilak Complex CHSL
2. Satish Vithaldas Bhanshali
3. G. T. Dalwan
4. V. G. Dalwan
5. Sheetal Devendra Mishra
6. Amar Shyamprasad Mishra (permitted
to be deleted as per this Judgment) ... Respondents

Mr. Vishal Kanade with Ms. Tanaya Patankar, Mr. Kartik Tiwari, Devang Shah, MR. Aditya Kanchan i/b Lakshyavedhi Legal for the Petitioner.

Mr. Bhuvan Singh i/b Mr. Rahul Karnik, for Respondent No.1.

Mr. Tejas Popat a/w Mr. Aansh, Mr. Aansh Desai i/b Pythagoras Legal, for Respondent No.2.

Mr. Bernardo Reis a/w Pratik Dixit i/b Dhivya U. Thankamony, for Respondent No.5.

Ms. P. H. Kantharia a/w Sundas Ansari i/b Mr. Sundas Ansari, for Respondent No.6.

CORAM : AMIT BORKAR, J.

RESERVED ON : JUNE 17, 2026.

PRONOUNCED ON : JUNE 25, 2026

JUDGMENT:

1. Leave to amend petition to delete Respondent No. 6 as Respondent No. 6 has delivered possession his premises to the petitioner. Amendment to be carried out within one week.
2. Petitioners, feeling aggrieved by conduct of respondents, have filed present Petition under Section 9 of Arbitration and Conciliation Act, 1996. Petitioners seek interim reliefs regarding disputes which have arisen between parties mainly from Development Agreement dated 29 July 2025, registered as Registration No. Mumbai-17-12750-2025, executed between petitioners and respondents.
3. By present Petition, petitioners have, amongst other reliefs, prayed for directions against respondent Nos. 2 to 5. These respondents are dissenting members of respondent No. 1 society, which has total 112 members. Petitioners seek orders directing respondent Nos. 2 to 5 to vacate and hand over possession of their respective premises so that redevelopment work of respondent No. 1 society can proceed and be implemented as per terms of Development Agreement. Record shows that in June 2021, respondent No. 1 society took decision to redevelop its property. Thereafter, in August 2021, society issued tender for appointment of Project Management Consultant (PMC). In November 2021, report submitted by PMC was placed before Special General Meeting and same was accepted by members. Later, on 4 May 2022, PMC prepared draft tender document, which was also approved in Special General Meeting of society. After such

approval, public tender notices were published in newspapers namely The Times of India, Maharashtra Times and Gujarat Samachar, inviting offers from interested developers.

4. At that stage, respondent No. 2, through his concern Avirahi Infra LLP, addressed a communication to respondent No. 1 society. In said communication, respondent No. 2 stated that he had examined proposed redevelopment scheme and according to him redevelopment under DCR Regulation 33(7)(B) was not workable for his concern. He further stated that if society considered any different redevelopment scheme, he would submit a proposal accordingly. Thereafter, on 12 October 2024, offers received from various developers along with comparative chart prepared by PMC were circulated amongst members of respondent No. 1 society. Subsequently, in Special General Meeting held on 22 December 2024, procedure prescribed under Government Resolution issued under Section 79A of Maharashtra Co-operative Societies Act, 1960 was followed and completed. As a result thereof, petitioners came to be selected and appointed as developer of respondent No. 1 society. It is also seen that respondent Nos. 3 and 5 had participated in said process and had consented to appointment of petitioners.

5. On 21 March 2025, respondent Nos. 2 and 5 filed complaints against respondent No. 1 society before Economic Offences Wing. Those complaints were later forwarded to District Deputy Registrar for consideration. Thereafter, on 24 June 2025, respondent No. 2 filed Writ Petition No. 3828 of 2025 before this Court seeking, amongst other things, early hearing of his complaint before District

Deputy Registrar and also seeking stay to redevelopment process of society. During pendency of said writ petition, no interim order was passed stopping redevelopment work. Ultimately, by order dated 11 March 2026, said writ petition came to be disposed of with direction to District Deputy Registrar to decide complaint filed by respondents. In meantime, respondent No. 2 filed Suit (L) No. 31340 of 2025 before this Court on 26 September 2025 challenging, amongst other things, Development Agreement executed in favour of petitioners. Thereafter, on 10 October 2025, respondent No. 5 filed Writ Petition No. 4853 of 2025 seeking quashing of Development Agreement and stay of redevelopment project. Grounds raised therein were substantially similar to grounds raised in complaints before District Deputy Registrar and also in suit filed by respondent No. 2.

6. Thereafter, in Special General Meeting held on 23 January 2026, members of respondent No. 1 society approved draft Permanent Alternate Accommodation Agreement (PAAA). It further appears that on 4 February 2026, in Suit (L) No. 31340 of 2025 filed by respondent No. 2, this Court declined to grant ad interim relief for restraining redevelopment project. Subsequently, on 6 March 2026, petitioners obtained full Intimation of Disapproval (IOD), loaded with Transferable Development Rights (TDR), in accordance with terms and conditions of Development Agreement.

7. Petitioners contend that after fulfilling their obligations under Development Agreement and after obtaining necessary permissions and approvals, they requested respondent No. 1

society to obtain undertakings from members for vacating their premises, as contemplated under Clause 14.4 of Development Agreement, and to facilitate handing over of vacant and peaceful possession. Pursuant thereto, respondent No. 1 society, by email dated 13 March 2026, called upon respondent Nos. 2 to 5 to execute required undertakings and vacate their premises. According to petitioners, despite such notice and despite redevelopment process having substantially progressed, respondent Nos. 2 to 5 neither complied with said request nor vacated their premises. Though period of 30 days mentioned in notice expired on 16 April 2026, respondent Nos. 2 to 5 continued to remain in possession and did not hand over their premises, thereby causing obstruction and delay in redevelopment project approved by large majority of society members.

8. Mr. Kanade, learned Advocate for petitioners, submits that out of total 112 members of respondent No. 1 society, as many as 107 members have clearly supported redevelopment project. According to him, only five members, namely respondent Nos. 2 to 5, occupying three flats, are obstructing implementation of redevelopment. He submits that respondent Nos. 2 to 5 have challenged redevelopment process and Development Agreement in different proceedings but have not succeeded. He points out that despite approaching several forums, they have not obtained any order staying or restraining redevelopment. He further submits that respondent Nos. 2 to 5 have never challenged resolutions passed by society regarding redevelopment. On this basis, it is contended that present Petition deserves to be allowed and reliefs

as prayed in clause (a) ought to be granted.

9. Mr. Kanade further submits that petitioners are bound under contract to complete redevelopment project within period provided under Clause 26 of Development Agreement dated 29 July 2025. He states that petitioners undertake before this Court to strictly comply with timeline mentioned therein. While dealing with objections raised by respondent No. 2 based on Clause 14.4 of Development Agreement, he submits that though said clause provides that society shall not be liable for costs or consequences arising because certain members fail to vacate, same clause also specifically preserves right of petitioners to take appropriate legal proceedings against such non cooperating members.

10. It is further submitted that Clause 14.4 also protects rights of petitioners to recover damages from non cooperating members. According to petitioners, clause permits recovery of costs incurred in legal proceedings and also permits deduction of such amounts from monetary benefits, hardship compensation and monthly compensation otherwise payable to those members.

11. Mr. Kanade submits that existence of arbitration agreement between petitioners and respondent No. 1 society is evident from provisions of Development Agreement and rights arising thereunder. He submits that petitioners possess enforceable contractual rights under Clause 14.4 of Development Agreement, including right to seek remedies against non cooperating members whose conduct is preventing implementation of redevelopment project.

12. In support of these submissions, Mr. Kanade has relied upon judgment of this Court in *Pranav Constructions Limited v. Priyadarshini Co-operative Housing Society Limited (Arbitration Appeal (L) No. 20093 of 2025 and connected matters decided on 14 July 2025)*. According to him, said decision recognises that reliefs against dissenting members can be sought and granted in proceedings under Section 9 of Arbitration and Conciliation Act, 1996 and therefore present reliefs are maintainable in law.

13. Mr. Popat, learned Advocate appearing for respondent No. 2, invited attention of this Court to Clause 14.4 of the Development Agreement. He submitted that under this clause, the petitioners can recover damages only from the dissenting members. According to him, the clause clearly states that respondent No. 1 society will not be responsible for any loss, damage, expenses or consequences arising because some members do not vacate their premises. He submitted that all expenses incurred by the petitioners can be recovered only from such dissenting members. On this basis, he argued that no cause of action survives against respondent No. 1 society. Therefore, according to him, a petition under Section 9 of the Arbitration and Conciliation Act, 1996 seeking interim reliefs against respondent No. 1 society is not maintainable.

14. Mr. Popat further invited attention to Clause 45 of the Development Agreement. He submitted that before invoking the arbitration clause, an aggrieved party is required to issue a notice of at least 30 days to the other side, setting out the disputes and calling upon such party to resolve the grievances. According to him, no such notice invoking arbitration has been issued by the

petitioners. Therefore, he contended that the present proceedings under Section 9 of the Arbitration and Conciliation Act, 1996 cannot be maintained. In support of this submission, he relied upon the decision of this Court in *Gulshan Townplanners LLP through its Authorised Partner Milind Madhukar v. Gulshan Co-operative Housing Society Limited and Another*, 2024 SCC OnLine Bom 3111.

15. Mr. Reis, learned Advocate appearing for respondent No. 5, submitted that respondent No. 5 never agreed to the redevelopment project. According to him, respondent No. 5 had on several occasions pointed out various shortcomings and deficiencies in the proposal submitted by the petitioners before the General Body of respondent No. 1 society. He submitted that if the petitioners pay advance transit accommodation compensation for a period of 36 months, respondent No. 5 would cooperate with the redevelopment project of the society.

16. In support of his submissions, Mr. Reis relied upon the decision of this Court in *Gulshan Townplanners LLP (supra)*, the judgment of the Supreme Court in *Sundaram Finance Ltd. v. NEPC India Ltd.*, (1999) 2 SCC 479, and also the decision of a Coordinate Bench of this Court in *Space Master Realtors v. Mulund Sandhyaprakash CHS Ltd. & Anr. rendered in Arbitration Application (L) No. 35545 of 2025*. On the basis of the above submissions, Mr. Reis contended that the present petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, in its present form, is not maintainable and deserves to be dismissed.

17. Mr. Kanade, learned Advocate appearing for the petitioners, in rejoinder submitted that a Coordinate Bench of this Court in *M/s. Space Masters Real Estate* has clarified, particularly in paragraph 1 of the judgment, that the right of a developer to seek interim measures under Section 9 of the Arbitration and Conciliation Act against non-signatory members of a co-operative housing society is now well settled. He submitted that even if a dissenting member has not personally executed or signed the Development Agreement, the Court is still empowered to grant interim reliefs against such member. According to him, once the society has entered into a Development Agreement in accordance with law, the individual rights of a dissenting member remain subject to and subordinate to the obligations undertaken by the society under such agreement.

18. Mr. Kanade further submitted that the decision in *Gulshan Townplanners LLP* is clearly distinguishable on facts. According to him, in that case respondent No. 2 was not a member of the concerned society. He therefore submitted that the facts and circumstances of the said case are entirely different from those involved in the present matter and, consequently, the said judgment has no application to the issues arising in the present Petition.

19. I have carefully considered the rival submissions advanced on behalf of the parties. Since considerable arguments have been addressed on the interpretation of Clauses 14.4 and 45 of the Development Agreement, it would be appropriate to first reproduce the relevant clauses.

20. Clause 14.4 of the Development Agreement reads as under:

"14.4 The Society shall, within 7 days of the receipt of such Notice-to-Vacate, give the Developer Undertaking(s) executed by all the Existing Members confirming that all Members shall vacate their Members' Existing Premises with their families/ occupants and furniture/ paraphernalia and hand over to the Developer, within 30 days' period, the Members' Existing Premises to the Developer for the purposes of Redevelopment subject to registration of PAAA of the Existing Members of the society. In respect of the existing flats licensed by any Members, the Society and the concerned Members shall be responsible to get the licensees vacated within ten (10) days of the Notice-To-Vacate being issued by the Developer to the Society, and furnish writings evidencing the same. In respect of those of the existing flats that have been mortgaged, the concerned Members shall be responsible to get No Objection/ No-dues Certificates from the concerned banks/ financial institutions/ creditors within 7 days of the Notice-To-Vacate being issued by the Developer to the Society, and furnish writings evidencing the same and/or shall submit the Declaration/Indemnity Bond to the Society therein. In the event any of the Existing Members fail to provide the aforesaid Undertaking and/or dissent/ fail/ refuse to vacate and handover any of the Members' Existing Premises, then the Developer shall be entitled to take the required legal action as the Developer may deem fit at its sole discretion so as to get the Property vacated in order to proceed with the Redevelopment as envisaged under this Agreement and the concerned member/occupant alone shall be liable for the costs and consequences thereof and the Society shall not be liable for the same. The Developer's rights to take legal proceedings against such non-co-operating/ dissenting/obstructing members shall be without prejudice to the right of the Developer to claim for damages, interest on payments made, legal fees, costs

incurred from such non-co-operating/ dissenting/obstructing members and the Developer shall be entitled to deduct the costs incurred towards legal proceedings from the monetary compensation such as Hardship Compensation, Monthly Displacement Compensation, etc. payable to such members."

21. Clause 45 of the Development Agreement reads as under:

"45. ARBITRATION:

a. In case of any dispute or difference of opinion arising out of or in connection with interpretation of any of the terms or clauses of this Agreement between the parties (which shall include disputes or differences involving its office bearers and Existing Members and or their successors) such difference or dispute shall be referred for adjudication of a sole arbitrator who will be appointed by mutual consent between the parties herein.

Prior to invoking Arbitration clause, the Aggrieved party shall give 30 days notice to the other party setting out the dispute or differences and calling upon the other party to redress the grievance."

22. A reading of Clause 14.4 shows that after issuance of Notice-to-Vacate by the developer, the society is required to obtain undertakings from all existing members confirming that they would vacate their premises and hand over possession for the purpose of redevelopment. The clause places responsibility upon members to ensure removal of licensees, and also to obtain necessary no-objection certificates from banks or financial institutions. The clause deals with a situation where any member refuses or fails to furnish the required undertaking or declines to vacate the premises. In such a case, the clause recognises the right of the developer to initiate such legal proceedings as it may deem

appropriate for obtaining vacant possession and for enabling redevelopment to proceed in accordance with the Development Agreement. The clause provides that costs arising from such refusal would be borne by the concerned member and that the society would not be liable for the same. The latter part of Clause 14.4 preserves the developer's right to recover damages, legal expenses, interest and other costs from the non-cooperating, dissenting or obstructing members. The clause also authorises the developer to deduct such expenses from monetary benefits, hardship compensation and displacement compensation payable to such members.

23. Clause 45, on the other hand, is the arbitration clause contained in the Development Agreement. The clause provides that disputes arising out of or in connection with interpretation of any term or clause of the agreement, including disputes involving office bearers and existing members, are to be referred to adjudication by a sole arbitrator to be appointed by mutual consent of the parties. The clause further stipulates that before invoking arbitration, the aggrieved party is required to issue a notice of 30 days to the opposite party setting out the disputes and calling upon such party to redress the grievance.

24. It is in the light of these contractual provisions that the rival submissions advanced by the parties are required to be examined. The Development Agreement containing the aforesaid clauses forms part of the record.

25. The Development Agreement dated 29 July 2025 forms the basis upon which the redevelopment proposal is proceeding. The society consists of 112 members. The material available before the Court indicates that the redevelopment proposal received support from majority of those members. It further appears that before the present proceedings came to be instituted, the petitioner had obtained the Intimation of Disapproval and had also taken steps contemplated under Clause 14 of the Development Agreement. The record further shows that in the Special General Meeting held on 22 December 2024, the redevelopment proposal was approved in the presence of the Deputy Registrar. Thereafter, as per the material placed before the Court, as many as 107 members out of the total 112 members executed the necessary documents and furnished undertakings supporting the redevelopment. Thus, at least prima facie, the project appears to have crossed the stage of a mere proposal. These circumstances cannot be ignored while examining the objections raised by the dissenting members.

26. The submission made on behalf of respondent No. 2 that no final proceedings under the Arbitration and Conciliation Act can be maintained against the society does not appear to be acceptable when the Development Agreement is seen. It is true that, at first look, the submission appears to have some force because Clause 14.4 provides that if some members do not vacate their premises, the developer can take legal action against such members and recover the damages. However, merely because one clause speaks about action against non-cooperating members, it cannot follow that the entire agreement must be understood only from that one

angle. A contract is required to be read as a whole. Sometimes, if one line is picked up and read alone, the actual understanding between the parties may not become visible. The intention behind the agreement is gathered from all the clauses read together.

27. The Development Agreement in the present matter concerns redevelopment of co-operative housing society having several members. The society cannot be treated merely as a signatory who completed its role on the date of execution of the agreement. The authority under which the developer proceeds is given by the society. The members function through the collective body of the society. Even the process relating to vacating premises and shifting members to alternate accommodation is coordinated through the society. Therefore, it becomes difficult to accept that after signing the agreement the society has no further concern with the project. Its involvement appears to continue throughout the redevelopment process and remains connected with the obligations flowing from the Development Agreement.

28. When the arbitration clause is considered, it appears that the parties used language having a broader scope. The clause does not confine itself only to disputes between the developer and the society. On the contrary, the clause also refers to disputes and differences involving office bearers, existing members and their successors. Redevelopment projects involve many persons. Some members may cooperate while some may not. Delays may occur. Differences may emerge regarding implementation of various obligations. It therefore consequently adopted an arbitration clause wide enough to deal with disputes arising during the course of

redevelopment.

29. If the interpretation suggested by respondent No. 2 is accepted, portions of the arbitration clause may lose their significance. If every dispute arising because of conduct of members is treated as being outside the contract, then the reference to office bearers, members and successors in the arbitration clause may lose its meaning. Courts avoid an interpretation which makes a part of the contract meaningless. Every clause inserted by parties is presumed to have some purpose. Therefore, while interpreting contractual provisions, an attempt is made to give effect to all parts of the agreement.

30. It is also necessary to keep in mind that redevelopment agreements create a collective arrangement of rights. No doubt, individual members continue to possess rights concerning their premises. However, those rights do not operate independent of the larger agreement approved by the society. Once a redevelopment proposal is approved by the majority and a Development Agreement is executed, the rights and obligations arising therefrom are not confined only to the developer and the managing committee. Implementation of the project necessarily requires cooperation and participation from members as well.

31. The contention that no final relief can ever be sought against the society because Clause 14.4 permits recovery against dissenting members also appears to overlook the independent obligations undertaken by the society. The society is expected to coordinate with members, assist in handing over possession and

ensure smooth implementation of the redevelopment project. If such obligations are not discharged, disputes concerning those matters would arise out of the Development Agreement. Such disputes cannot be viewed as disconnected from the contract between the parties. Further, the submission appears to proceed on the footing that the only final relief possible under the agreement is a claim for damages. The material placed on record does not support such a restricted understanding. Disputes arising under redevelopment agreements may take different forms. Questions may arise regarding interpretation of contractual provisions. There may be disputes regarding rights and liabilities flowing from the agreement. Monetary claims may also arise. Therefore, merely because Clause 14.4 enables recovery of damages from non-cooperating members, it does not follow that every other obligation undertaken by the society ceases to be enforceable in arbitral proceedings.

32. The Court is also required to bear in mind issues associated with redevelopment projects. If the interpretation advanced on behalf of respondent No. 2 is accepted, the developer may be left without any remedy against the society despite the society being the principal contracting party under the Development Agreement. Such a construction may result in a situation where obligations continue to exist but their enforcement becomes difficult. Contracts are interpreted in a manner which furthers implementation of the agreement. An interpretation making performance uncertain is avoided unless the language used by the parties leaves no alternative.

33. The arbitration clause also provides for appointment of a sole arbitrator and contemplates issuance of interim directions. Redevelopment projects are not completed immediately upon execution of the agreement. They continue over a substantial period of time. During that period differences may arise from time to time. The provision relating to interim directions appears to have been incorporated so that the contractual arrangement remains workable until final adjudication takes place. This indicates that the parties intended the arbitral mechanism to address issues arising during implementation of the redevelopment project and not merely disputes arising after completion of the project.

34. Seen in this manner, the dispute appears to arise from implementation of obligations created under the Development Agreement. The society continues to remain a contracting party. The members are beneficiaries of the redevelopment arrangement. The office bearers are entrusted with responsibilities relating to implementation. All these components together form part of one composite redevelopment scheme. Therefore, at least at this prima facie stage, I am unable to accept the submission that no final arbitral proceedings can lie against respondent No. 1 society.

35. I am not inclined to accept the submission that the present petition must fail because notice invoking arbitration was not issued before approaching this Court under Section 9 of the Arbitration and Conciliation Act. It is true that Clause 45 of the Development Agreement contemplates issuance of a thirty days notice before invocation of arbitration. However, the object of

Section 9 is to preserve the subject matter of the dispute. In the present matter, the petitioner has stated that after obtaining the IOD, communications were issued requiring the society to take necessary steps for obtaining vacant possession. The record further indicates that the society, acting upon such request, called upon the dissenting members to furnish undertakings and vacate their respective premises. Therefore, it cannot be said that the dispute was premature. The controversy had assumed a concrete form. The parties were aware of their positions. In such circumstances, if the notice requirement is construed in this manner, the effect may be that the redevelopment project itself comes to a halt even before the dispute is examined on merits. The conduct of respondent Nos. 2 to 5 is also required to be considered in light of the material available on record. It is difficult to accept that they were excluded from the redevelopment process. The record indicate that the Special General Meeting held on 22 December 2024 took place in the presence of the Deputy Registrar. The material indicates that respondent No. 5 attended various meetings concerning redevelopment. The petition also refers to a communication dated 15 March 2025 issued by respondent No. 6 accepting allotment of the proposed redeveloped premises, though she did not furnish the undertaking for vacating the premises. It is also not disputed that the society addressed communications to the dissenting members calling upon them to execute undertakings and hand over possession. Despite such communications, possession was not handed over. In these circumstances, the conduct in question cannot be viewed as a request for additional

information. The effect of such conduct appears to be delay in implementation of a redevelopment project.

36. The submission advanced on behalf of respondent No. 5 that she never consented to the redevelopment proposal also does not appear to be fully borne out from the record. The material placed before the Court itself indicates that respondent No. 5 participated in redevelopment meetings and was involved in discussions relating thereto. It is also the case of the petitioner that respondent No. 5 had consented to the appointment of the petitioner as developer during the Special General Meeting. In these circumstances, the present stand adopted by respondent No. 5 appears somewhat difficult to reconcile with her earlier participation reflected in the documents. Further, the demand made for advance transit accommodation compensation for a period of thirty-six months does not appear to flow from any specific provision of the Development Agreement. The agreement refers to benefits such as monthly compensation, hardship compensation and shifting charges. However, no material has been pointed out showing that payment of thirty-six months advance compensation was agreed as a condition precedent for cooperation in the redevelopment project. Therefore, the said demand does not appear to furnish a sufficient basis for continued withholding of possession.

37. I also find that the balance of convenience appears to favour the petitioner. The petitioner has crossed stages of approval and has commenced implementation of the redevelopment project. On the other hand, the dissenting members have not produced any

order restraining the project. Their occupation of the premises has the effect of preventing implementation of a redevelopment scheme approved by majority of members. If interim protection is refused, the petitioner may suffer substantial prejudice and the redevelopment process may remain stalled. Conversely, if interim protection is granted, the dissenting members do not lose their rights. What they cannot insist upon, however, is that the redevelopment project should remain frozen after the contractual stage for vacating the premises has already arrived, and the project has otherwise progressed substantially.

38. For all the aforesaid reasons, I am satisfied, at least at this prima facie stage, that the present petition under Section 9 is maintainable. In these circumstances, the petitioner has succeeded in making out a case for exercise of jurisdiction under Section 9 of the Arbitration and Conciliation Act.

39. In view of the foregoing discussion and for the reasons recorded hereinabove, the following order is passed:

(a) The Petition is allowed in terms of prayer clause (a), subject to the directions contained herein below;

(b) The Court Receiver, High Court, Bombay, is hereby appointed as Receiver in respect of the following premises situated in the building known as "Shree Tilak Complex CHSL", standing on CTS No.1500 A/1/B, admeasuring about 6150 sq. mtrs., situated at Near Devki Nagar, Devidas Lane, Borivali (West), Mumbai 400103:

(i) Flat No. C-63 occupied by Respondent No. 2;

- (ii) Flat No. D-21 occupied by Respondent Nos. 3 and 4;
- (iii) Flat Nos. D-43 and D-44 occupied by Respondent No. 5;
- (c) The Court Receiver shall within one week issue a notice to Respondent Nos. 2 to 5 calling upon them to hand over vacant and peaceful possession of their respective premises within a period of two weeks from the date of receipt of such notice;
- (d) In the event Respondent Nos. 2 to 5 or any of them fail to hand over possession within the aforesaid period, the Court Receiver shall stand empowered to take physical possession of the aforesaid premises with such assistance as may be required, including police assistance from the jurisdictional police station;
- (e) For the purpose of taking possession, the Court Receiver shall be entitled to enter upon the premises, remove obstructions, break open locks, if found necessary, prepare inventory and panchanama, and take all consequential steps required for securing possession of the premises;
- (f) Upon obtaining possession of the aforesaid premises, the Court Receiver shall forthwith hand over vacant possession thereof to the Petitioners;
- (g) The Petitioners shall continue to remain bound by all obligations undertaken by them under the Development Agreement;

- (h) It is clarified that the handing over of possession pursuant to this order shall be without prejudice to the rights and contentions of Respondent Nos. 2 to 5. All contentions on merits are expressly kept open;
- (i) Respondent No. 1 Society shall extend full cooperation to the Court Receiver and the Petitioners and shall take all necessary steps for implementation of the redevelopment project in accordance with the Development Agreement;
- (j) The Court Receiver shall act on an authenticated copy of this order;
- (k) There shall be no order as to costs.
- (l) The Petition is accordingly disposed of.
- (m) In view of the disposal of the present Petition, all pending Interim Applications and/or Interlocutory Applications, if any, do not survive and are accordingly disposed of.

(AMIT BORKAR, J.)