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

ARBITRATION PETITION (L) NO.15468 OF 2026

Polestar Realtors Private Limited

... petitioner

Vs.

1. Rachana Coop. Housing Society Ltd.
2. Ramanand Rai Sharma
3. Hari Sewak Rai Sharma
4. Alok Kumar Rai Sharma
5. Kalindi Rai
6. Ashok Rai
7. Divya Rai
8. Cynthia Burroghs
9. Ashley Burroughs
10. Rishikesh Kanegaonkar
11. Arvind B. Kanegaonkar
12. Shubhada Vaze
13. Kapol Vidyanidhi Trust
14. Kanchan Rochlaney
15. Sharad Rochlani
16. Musaddique Shaikh
17. Dr. Anil Dixit
18. Dr. Rajesh Kumar
19. Jivesh Developers & Properties Pvt. Ltd.
20. Samshiba Properties Private Limited
21. Shivsagar Properties Private Limited
22. Shibani Properties Private Limited

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23. Moonrise Properties Private Limited
24. Samir Bhojwani
25. Jivesh Bhojwani
26. Monica Jaisinghani ... respondents

WITH
INTERIM APPLICATION (L) NO.23252 OF 2026
IN
ARBITRATION PETITION (L) NO.15468 OF 2026

M/s. Saboo and Varun ... Applicant
In the matter between
Polestar Realtors Private Limited ... Petitioner
Vs.
Rachana Cooperative Housing
Society Limited & Others ... Respondents

Mr. Mustafa Doctor, Senior Advocate with Nitya Parikh, Kinnar Shah, Aditi Bhargava & Tejasvati Singh i/by Divya Shah & Associates for the petitioner.

Mr. Zubin Benramkamdin, Senior Advocate with Akshay R. Pai, Avadhut V. Patil, Suryajeet Ravrane, Omkar Ravrane, & Harshwardhan Gaikwad i/by Siddhi Bhosale for respondent No.1.

Mr. Surya Das for respondent No.2.

Ms. Prachi Tatake, for respondent Nos.8, 10, 11, 12, & 17.

Mr. Bharat Choudhari with Abinash Pradhan, Garima Agrawal & Yash Dedhia i/by Wadia Ghandy & Co., for respondent No.13.

Mr. UditKumar Gupta for respondent Nos.14 & 15.

Ms. Masira Shaikh i/by Trilegal for respondent No.16.

Mr. Girish Godbole, Senior Advocate with Sachin S. Rawool for respondent No.19.

Mr. Sachin S. Rawool for respondent Nos.20, 22, & 23.

Mr. Shailendra Kanetkar with Sachin S. Rawool for respondent No.21.

Mr. Zal Andhyarujina, Senior Advocate with Parimal K. Shroff, D.V. Deokar, Sachin Pandey, & D. Parikh i/by Parimal K. Shroff & Co., for respondent Nos.24 & 25.

Mr. Mayur Khandeparkar with Sachin S. Rawool for respondent No.26.

Mr. S.U. Kamdar, Senior Advocate i/by Shubham Sawant for the applicant in IAL/23252/2026.

CORAM : AMIT BORKAR, J.

RESERVED ON : JULY 10, 2026.

PRONOUNCED ON : JULY 17, 2026

JUDGMENT:

1. The present petition is filed under Section 9 of the Arbitration and Conciliation Act, 1996. By this petition, the petitioner is asking for temporary relief till the disputes are referred to and decided by an Arbitral Tribunal. According to the petitioner, respondent Nos.2 to 26 are not handing over possession of their respective flats and are creating obstruction in the redevelopment work. Therefore, the petitioner has requested this Court to direct those respondents to vacate their flats and cooperate in the redevelopment. In the alternative, the petitioner has also prayed for appointment of a Court Receiver to take possession of the flats and hand over the same to the petitioner so that the redevelopment work can proceed without any hindrance.

2. According to the petitioner, the facts leading to the present petition are as follows. The petitioner claims to be the owner of the property known as Rachana Plots. Under a registered Lease Deed dated 10 July 1960, the predecessors of the petitioner leased the land admeasuring about 5000 square yards, equivalent to about 4145.8 square metres, comprising CTS Nos. C-40, C-49, C-50, C-51, C-52, C-53 and C-54 of Village Bandra, then known as Danda, to respondent No.1 Society for a period of 99 years. Since then, respondent No.1 Society has been holding the property as a lessee under the said Lease Deed. It is further stated that on 7 November 1981, the Society entered into a Development Agreement with M/s. Saboo and Varun. According to the petitioner, this agreement was contrary to the terms and conditions of the Lease Deed. Later, on 22 May 2014, the petitioner filed T.E. and R. Suit No.177/192 of 2014 before the Small Causes Court seeking eviction of the members of the Society. During the pendency of the said suit, the petitioner made an offer to the Society on 22 December 2016 for redevelopment of the property. Thereafter, a Special General Body Meeting of the Society was held on 8 January 2017. In that meeting, the members accepted the petitioner's offer for redevelopment. Subsequently, on 20 January 2017, consent terms were executed between the petitioner and the Society. In view of the settlement arrived at between the parties, the suit came to be disposed of by a consent decree dated 7 March 2017.

3. It is the petitioner's case that the proposed Development Agreement was approved by the Society in its Special General

Body Meeting held on 16 December 2022. Thereafter, the Development Agreement was formally executed between the petitioner and the Society on 26 December 2023. During the period between 2023 and 2025, five more members also executed supplemental development agreements in favour of the petitioner. The petitioner further entered into another Development Agreement on 10 January 2025 with Meena Society in respect of adjoining land admeasuring 1428.30 square metres bearing CTS Nos. C/15, C/16 and C/17, Old Survey No.164/A and Plot No.82 of Village Bandra. According to the petitioner, both the Rachana Plots and Meena Plots are being jointly redeveloped under Regulations 33(10) read with 33(11) of the Development Control and Promotion Regulations, 2034. For carrying out the redevelopment, the petitioner obtained Intimation of Approval from the Slum Rehabilitation Authority on 4 February 2026 and 16 February 2026. After receiving those approvals, the petitioner issued a notice dated 20 February 2026 calling upon the Society and its members to vacate their flats and hand over possession within a period of 45 days. The petitioner further states that by a letter dated 14 April 2026, the Society informed that declarations of consent had been received from 37 members. Thereafter, between 15 April 2026 and 17 April 2026, the petitioner's advocates issued three separate notices to the remaining 26 members, giving them one final opportunity to vacate the premises and hand over possession. According to the petitioner, respondent Nos.2 to 26 did not comply with those notices or perform their obligations. It is because of this continued refusal that the present

arbitration petition has been filed.

4. Learned Senior Advocate Mr. Doctor, appearing for the petitioner, submitted that the petitioner and respondent No.1 Society have executed a Development Agreement dated 26 December 2023. He submitted that the agreement contains an arbitration clause and disputes have now arisen between the parties under that agreement. Since the disputes are required to be referred to arbitration, the present petition under Section 9 of the Arbitration and Conciliation Act has been filed seeking interim protection against respondent Nos.2 to 26 till the disputes are decided by the Arbitral Tribunal. Learned Senior Counsel further submitted that under the Development Agreement, the petitioner is described as the Owner and Developer, while respondent No.1 is the Co-operative Housing Society. Respondent Nos.2 to 26 are members of the Society. According to him, these members have acted in breach of the Development Agreement, particularly Clauses 15.2 and 15.3, by refusing to vacate and hand over possession of their respective flats. It was submitted that unless possession is handed over, the petitioner cannot begin the redevelopment work contemplated under the agreement. Therefore, the petitioner seeks directions against respondent Nos.2 to 26 to vacate their flats pending reference of the disputes to arbitration. It was further submitted that the petitioner is the owner of the land situated at Bandra, which has been leased to respondent No.1 Society. At present, two buildings stand on the said land and the members of the Society are residing in those buildings. According to the petitioner, in the Special General Body

Meeting held on 8 January 2017, the Society passed a resolution appointing the petitioner as the developer for redevelopment of the property. Learned Senior Counsel submitted that on or about 10 December 2022, the General Body of the Society approved the Development Agreement proposed to be entered into between the petitioner and the Society. According to him, under the terms of that agreement, the petitioner was given the right to undertake and complete the redevelopment project in the manner considered appropriate by the petitioner, subject to the terms contained in the agreement. It was further submitted that after obtaining the Intimation of Approval from the Slum Rehabilitation Authority on 4 February 2026 and 16 February 2026, the petitioner became entitled to commence redevelopment. Accordingly, a notice dated 20 February 2026 was issued to the Society under Clause 15.2 of the Development Agreement calling upon the members to vacate their flats. Along with the notice, the petitioner also forwarded a draft declaration for consenting members to execute. Learned Senior Counsel further pointed out that thereafter the Society informed the petitioner that a Special General Body Meeting would be held on 26 February 2026. The purpose of the meeting was to discuss the members' queries regarding the Letter of Intent and Intimation of Approval obtained by the petitioner and also to consider revision of commercial terms such as transit rent and hardship compensation. According to the petitioner, at that meeting the members approved the Letter of Intent and Intimation of Approval issued by the Slum Rehabilitation Authority. It was also resolved that the monthly transit rent would be increased

from Rs.125 per square foot to Rs.162 per square foot. The minutes of the said meeting were produced before this Court during the hearing held on 10 July 2026.

5. It was further submitted that by a letter dated 14 April 2026, the Society informed the petitioner that declarations of consent had been received from 37 members. Thereafter, five more members also submitted their declarations. Thus, according to the petitioner, when the present petition came to be filed, 42 out of 63 members had already given their consent after issuance of the Intimation of Approval. The petitioner contends that only the remaining 26 members are refusing to vacate their flats and are thereby preventing the redevelopment work from proceeding. It is on this basis that the present petition has been filed. By way of the present petition, the petitioner has sought several interim reliefs pending commencement and completion of the arbitration proceedings. The petitioner has prayed that respondent Nos.2 to 26 should be directed to vacate the specified flats in the existing Rachana Buildings and cooperate in the redevelopment of the Rachana and Meena Plots. The petitioner has also prayed for appointment of the Court Receiver with authority to take physical possession of the said flats, if necessary with police assistance and by breaking open locks, and thereafter hand over possession to the petitioner for demolition and redevelopment. The petitioner has further sought permission for the Court Receiver to execute and register the Permanent Alternate Accommodation Agreements on behalf of the disputing members, permission to deposit transit rent, hardship compensation and other monetary benefits with the

Court Receiver, and permission to hand over possession of the newly constructed flats to the Court Receiver. Lastly, the petitioner has sought an injunction restraining respondent Nos.2 to 26 and persons claiming through them from creating any third party rights, transferring or encumbering the existing or proposed flats, or in any manner obstructing or interfering with the redevelopment of the Rachana Plots and Meena Plots.

6. Learned Senior Advocate Mr. Doctor, while replying to the objections raised by respondent Nos.19 to 26, submitted that these respondents are not only members of the Society but are also family members of respondent No.24 or are companies and entities owned and controlled by respondent No.25, who is the son of respondent No.24. He submitted that respondent No.24 was earlier appointed by the Society as the developer for redevelopment of the property. However, the Society terminated that Development Agreement on 27 October 2015. Though respondent No.24 challenged the termination by filing Commercial Suit No.409 of 2017 before this Court, no interim order restraining the Society or protecting respondent No.24 has been granted in that suit. Learned Senior Counsel submitted that the main objection raised by respondent Nos.19 to 26 is that the redevelopment now being carried out is different from what was originally contemplated in the Development Agreement. According to those respondents, the project was initially expected to proceed on the basis of an Intimation of Disapproval issued by the Municipal Corporation, but the petitioner has instead obtained an Intimation of Approval from the Slum Rehabilitation Authority

under Regulation 33(11) of the Development Control and Promotion Regulations, 2034. They have also alleged that the petitioner has wrongly included the neighbouring plot in the redevelopment though such course is not permitted under the Development Agreement. In reply, learned Senior Counsel submitted that these objections are completely incorrect and without any basis. According to him, the Development Agreement itself clearly shows that the Society knowingly appointed the petitioner as the Owner and Developer and agreed that the petitioner would be free to complete the project in the manner considered appropriate. He submitted that the agreement specifically permits the petitioner to take benefit of any Government scheme available under law, provided the redevelopment is carried out in accordance with the Development Control and Promotion Regulations, 2034. It was further submitted that the agreement also permits the petitioner to use every legally available FSI benefit, amalgamate neighbouring plots, and modify or revise the plans, so long as the area of the flats to be given to the members remains unaffected. Learned Senior Counsel invited attention to various recitals and clauses of the Development Agreement. According to him, those provisions recognise the petitioner as the owner and developer of the property and confer wide rights to utilise the entire development potential available under law. The agreement also permits the petitioner to avail additional FSI, TDR and other development benefits, including those arising from amalgamation of adjoining plots. It further authorises the petitioner to undertake and complete the

redevelopment in the manner considered appropriate, amend layouts and plans subject to protection of the members' carpet area, choose beneficial Government schemes, utilise the development rights after approval, demolish the existing structures, and carry out the redevelopment in accordance with the sanctioned plans and permissions. On the strength of these provisions, it was submitted that the present redevelopment is fully supported by the terms of the Development Agreement. Learned Senior Counsel therefore submitted that the allegation that the redevelopment is being carried out contrary to the approval granted by the Society is, on the face of the record, incorrect. According to him, this objection has been raised only as an afterthought. He submitted that none of the affidavits filed by the contesting respondents explains how the present redevelopment would prejudice or adversely affect them. According to the petitioner, these submissions were made only during oral arguments without any proper factual foundation. Learned Senior Counsel further submitted that the conduct of the respondents itself shows that this objection was never raised earlier. After obtaining the Intimation of Approval, the petitioner circulated the same to the Society by its letter dated 20 February 2026, and the Society in turn circulated it among all its members. At that stage, no member raised any objection regarding the nature of the redevelopment. On the contrary, after seeing the Intimation of Approval and the proposed scheme, 42 out of the 63 members executed their declarations of consent. He also pointed out that during the hearing held on 10 July 2026, the Society produced the

resolution passed in the General Body Meeting dated 26 February 2026 approving the proposal. It was therefore submitted that the objections now raised by respondent Nos.19 to 26 are without substance.

7. Learned Senior Counsel then dealt with the objections raised by respondent Nos.19 and 21. He submitted that these respondents have claimed ownership over certain additional flats which, according to them, should also be treated as part of the redevelopment project. In reply, learned Senior Counsel submitted that these so called flats are vacant units measuring about 100 square feet each. According to the petitioner, the Society itself has never recognised respondent Nos.19 and 21 as owners of those premises. He submitted that the dispute regarding ownership or membership in respect of those units is purely an internal dispute between the Society and the persons claiming rights over them. Such dispute relates to membership of the Society and is not the subject matter of the present proceedings under Section 9. It was further submitted that the possession of those units is presently with the Society and that the Development Agreement itself provides that disputes concerning such waitlisted members are to be dealt with by the Society at its own cost.

8. Learned Senior Counsel next referred to the objections raised by respondent Nos.14 and 15. He submitted that these respondents, besides being members of the Society, were earlier shareholders of the petitioner company. According to them, the Development Agreement is void from the very beginning because disputes relating to the shareholders' agreement are pending

before the competent Court. In answer to those objections, learned Senior Counsel submitted that the disputes between the present shareholders of the petitioner company and respondent Nos.14 and 15, who claim rights as former shareholders, have no connection with the present redevelopment or with the Development Agreement executed with the Society. According to him, those disputes fall entirely outside the arbitration agreement contained in the Development Agreement. He also pointed out that respondent Nos.14 and 15 have not obtained any interim order in the proceedings filed by them concerning the ownership or shareholding of the petitioner company.

9. Learned Senior Counsel thereafter dealt with the objections raised by respondent Nos.8, 10, 11, 12 and 17. He submitted that these respondents have relied upon proceedings filed before the Cooperative Court challenging the resolutions of the Society and the authority of the Managing Committee to approve the Development Agreement. In reply, learned Senior Counsel submitted that those proceedings were filed before the Cooperative Court only on 18 May 2026, whereas the present petition had already been filed on 28 April 2026. According to him, the timing itself shows that the proceedings before the Cooperative Court are only an afterthought and a reaction to the present petition. He further submitted that these respondents have not challenged the earlier General Body Resolution dated 8 January 2017 by which the petitioner was appointed as the developer and its proposal for redevelopment was accepted. It was also submitted that issues relating to the internal management of the Society will be decided

by the Cooperative Court in due course, and till today those respondents have not obtained any order restraining the Managing Committee from acting under the Development Agreement.

10. Learned Senior Counsel then referred to the objection raised by respondent No.13. According to respondent No.13, the members could not be asked to vacate their flats unless Permanent Alternate Accommodation Agreements had first been executed in their favour. In reply, learned Senior Counsel submitted that the petitioner has already stated in paragraph 15 of the rejoinder affidavit that it is ready and willing to execute Permanent Alternate Accommodation Agreements with every member on or before the respective member vacates the premises, provided the members cooperate in the process. According to the petitioner, those agreements could not be executed earlier because the Society had not finalised the allotment of the new flats and the members themselves were not cooperating. He further pointed out that the advocate appearing for respondent No.1 Society informed the Court that a notice dated 7 July 2026 had already been issued convening a Special General Body Meeting on 12 July 2026 for approving the draft Permanent Alternate Accommodation Agreements and finalising the allotment of new flats. Copies of the draft agreements had also been circulated to all the members along with the notice.

11. On the basis of all these circumstances, learned Senior Counsel submitted that the objections raised by the contesting respondents are, on the face of the record, frivolous and many of them fall outside the scope of proceedings under Section 9 of the

Arbitration and Conciliation Act. He further submitted that it is a settled principle in matters relating to redevelopment that the decision of the majority of the members ordinarily prevails. According to him, the majority of the members have already approved the Development Agreement, accepted the redevelopment proposed under the Intimations of Approval dated 4 February 2026 and 16 February 2026, and are willing to proceed with the project. It was therefore submitted that, in the interest of justice, the interim reliefs prayed for by the petitioner deserve to be granted.

12. Learned Senior Advocate Mr. Benramkamdin, appearing for respondent No.1 Society, submitted that under the Development Agreement, the petitioner was given full authority to redevelop the property under any scheme permitted by the Development Control and Promotion Regulations, 2034. He referred to various clauses of the Development Agreement in support of this submission. According to him, since the Society is only a lessee of the land, it could not impose restrictions upon the petitioner's right to develop the property in the manner permitted under the agreement. The only limitation placed upon the petitioner was that the redevelopment should not reduce or affect the area of the new flats to be allotted to the members of the Society. He further submitted that for more than thirty months, none of the dissenting members had raised any objection regarding the manner in which the redevelopment was proposed. Learned Senior Counsel further submitted that after obtaining the Letter of Intent and the Intimation of Approval dated 4 February 2026 and 16 February

2026, the petitioner issued a notice calling upon the Society to vacate the buildings in accordance with the Development Agreement. Along with the notice, the Society was requested to obtain declarations from the consenting members and to intimate the date on which all members would hand over possession of their respective flats so that the redevelopment work could commence. It was further submitted that since the Intimation of Approval had been obtained from the Slum Rehabilitation Authority, certain members had queries regarding the location of the PTC and also requested revision of the transit rent because the prevailing rental rates in the locality had increased considerably. For this reason, the Society convened a General Body Meeting on 26 February 2026. Respondent Nos.8, 10, 11, the predecessor of respondent No.13, respondent No.14, and respondent Nos.16 and 17 attended that meeting. According to learned Senior Counsel, all doubts raised by the members were clarified during the meeting. The petitioner also agreed to increase the transit rent from Rs.125 per square foot to Rs.162 per square foot. The redevelopment plans approved by the Slum Rehabilitation Authority were also accepted by the General Body. He pointed out that, pursuant to the directions of this Court, the minutes of the said meeting were produced during the hearing held on 10 July 2026. Learned Senior Counsel submitted that after the aforesaid meeting, 42 out of the total 63 independent members of the Society executed their declarations giving consent to the redevelopment. Learned Senior Counsel further submitted that only the members occupying the remaining flats did not execute the declarations of consent.

According to him, respondent Nos.8, 10, 11, 12 and 17 are supporting respondent No.24, who was the earlier developer, for reasons best known to them. He submitted that the predecessor of respondent No.13, who is also presently acting as its trustee, had himself executed the Development Agreement and attended the meetings relating to redevelopment. It was further submitted that respondent Nos.14 and 15 are creating obstacles because they have pending litigation in which they are seeking higher amounts from the petitioner in relation to sale of shares. He also submitted that respondent Nos.19 to 23, 25 and 26 are either persons or entities controlled by respondent No.24, who, according to the Society, is interested in delaying the redevelopment because of the Commercial Suit filed by him and his personal interest in the matter. Learned Senior Counsel submitted that every important decision relating to redevelopment has been taken by the General Body of the Society in its meetings. According to him, the General Body has approved both the Development Agreement and the redevelopment plans sanctioned by the Slum Rehabilitation Authority. He pointed out that 42 out of 63 members are supporting the redevelopment, whereas only a minority occupying 21 flats are opposing it. Out of those 21 flats, 11 flats are stated to be held by entities controlled by respondent No.24. It was further submitted that respondent Nos.13 to 15 cannot now raise objections because they had themselves executed the Development Agreement. Even respondent No.8 jointly owns her flat with respondent No.9, who has signed the Development Agreement, approved the redevelopment plans and executed the declaration of

consent. Learned Senior Counsel also pointed out that respondent Nos.2 to 7, who together own one flat, and respondent No.18 have not participated in the present proceedings and therefore have not put forward any defence.

13. Learned Senior Counsel submitted that although several objections have been raised by the dissenting members, the Society would deal only with those objections which concern the Society directly. Dealing first with the objections of respondent Nos.19 and 21 regarding eight additional waitlisted flats, learned Senior Counsel submitted that the Development Agreement clearly records that the buildings consist of only 63 flats belonging to the members. According to him, the recitals of the Development Agreement specifically refer to eight waitlisted members to whom share certificates had been issued, but who neither possess any flats nor contributed towards construction of the buildings and whose membership has not been recognised by the Society. The agreement also records that any dispute regarding those claims would be dealt with by the Society at its own cost. It was submitted that the claims now raised by respondent Nos.19 and 21 relate only to these waitlisted memberships. Learned Senior Counsel further submitted that respondent Nos.19 and 21 have already been recognised as members in respect of the flats forming the subject matter of the present petition. Therefore, according to him, they were aware at least from December 2022 that the Society had not recognised their alleged rights over the additional waitlisted flats. Despite such knowledge, they never challenged that position. He submitted that the dispute regarding those eight

waitlisted memberships is not the subject matter of the present proceedings. If respondent Nos.19 and 21 wish to pursue those claims, they must do so by initiating appropriate proceedings under the Maharashtra Co-operative Societies Act and cannot use those disputes to prevent or delay the redevelopment. Learned Senior Counsel also submitted that respondent Nos.19 and 21 are not even in possession of the spaces which they claim. According to him, these are small vacant spaces of about 100 square feet each which are unoccupied and not fit for residence. They are admittedly in the possession of the Society and were never in the possession of respondent Nos.19 and 21. He further submitted that these spaces have no doors, windows, water connection or electricity connection. Photographs of those spaces were produced before the Court during the hearing held on 9 July 2026. It was further submitted that respondent Nos.19 and 21 have neither been charged maintenance nor have they paid any maintenance in respect of those alleged units. According to the Society, the only maintenance bill relied upon by those respondents is of the year 2010, which was issued when respondent No.24 was acting as the developer. Even according to those respondents, no maintenance has been paid thereafter. Learned Senior Counsel submitted that originally the Society had invited applications from persons interested in becoming members and purchasing flats in Building 'A'. Share certificates were issued to eight persons on the understanding that they would purchase flats in the proposed building. However, Building 'A' was never constructed and therefore those persons never paid any consideration to the

Society. He further submitted that when respondent No.24 took over the redevelopment, he had agreed to settle the claims of those waitlisted members and had paid certain amounts to respondent Nos.19 and 21 in his capacity as the then developer. Learned Senior Counsel submitted that if respondent Nos.19 and 21 decide to pursue claims relating to those waitlisted memberships, the Society will contest those claims on their own merits in the appropriate proceedings. It was further submitted that the redevelopment, which has been approved by the General Body and is desired by the majority of the members, cannot be brought to a complete halt merely because respondent Nos.19 and 21 may raise some future claim relating to the waitlisted memberships.

14. Learned Senior Counsel then dealt with the contention raised by respondent Nos.24 to 26 that the Development Agreement contemplated redevelopment through the Municipal Corporation and not through the Slum Rehabilitation Authority under Regulation 33(11). According to him, this contention is contrary to the express terms of the Development Agreement and has been raised only after filing of the present petition with a view to obstruct the redevelopment. He pointed out that no such objection was ever raised before the present proceedings. Learned Senior Counsel submitted that the Society itself has no objection to the petitioner undertaking redevelopment under any legally permissible scheme, so long as the members receive the new flats promised under the Development Agreement. According to him, the terms of the Development Agreement, particularly the provisions relating to development potential, FSI and other

relevant clauses, clearly permit the petitioner to undertake redevelopment in the manner now proposed. It was further submitted that the petitioner had supplied copies of the approved plans and the Intimation of Approval to the Society along with the notice to vacate. Since some members had queries regarding the sanctioned plans, the Society convened the General Body Meeting on 26 February 2026 and invited representatives of the petitioner. According to learned Senior Counsel, all questions raised by the members were answered during that meeting and thereafter the General Body approved the plans sanctioned by the Slum Rehabilitation Authority. Learned Senior Counsel submitted that merely because some clauses of the Development Agreement refer to the Municipal Corporation or to obtaining an Intimation of Disapproval, it cannot be inferred that redevelopment was permitted only through the Municipal Corporation. According to him, if such restriction had really been intended, the Development Agreement would have specifically prohibited redevelopment under the Slum Rehabilitation Authority scheme. He further submitted that the General Body itself approved the redevelopment under the Slum Rehabilitation Authority scheme in its meeting held on 26 February 2026. It was also submitted that the respondents have made general submissions regarding prejudice and irreparable loss only during oral arguments before the Court. According to learned Senior Counsel, these allegations do not find place in their affidavits and were never raised before the General Body. He submitted that the manner in which redevelopment is to be carried out is a commercial decision to be

taken by the General Body of the Society, and individual members cannot substitute their own views for the decision taken by the majority. He further submitted that Courts ordinarily do not interfere with such commercial decisions or rewrite the terms of a concluded agreement between the parties. On these grounds, learned Senior Counsel submitted that the permissions obtained by the petitioner are fully in accordance with the Development Agreement and do not amount to any change in the nature of the redevelopment.

15. Learned Senior Counsel then dealt with the objection that the term of the Managing Committee had expired and therefore the Development Agreement and subsequent actions were void. He submitted that proceedings on this issue are pending before the Deputy Registrar under Section 154B(19)(3) of the Maharashtra Co-operative Societies Act, 1960. According to him, no interim order has been passed in those proceedings since they were initiated in the year 2022. Therefore, the mere pendency of those proceedings has no bearing upon the present petition. He further submitted that all major decisions relating to redevelopment have been taken by the General Body with the required majority and in the interest of the members, and not by the Managing Committee acting on its own. In conclusion, learned Senior Counsel submitted that the majority of the members have consented to the redevelopment proposed by the petitioner and have executed declarations giving their consent. According to him, the members are anxious to proceed with the redevelopment because the existing buildings are old and in a dilapidated condition, portions

of the slabs have started falling, and serious cracks have appeared in the overhead water tank. He therefore submitted that the Society supports the reliefs sought by the petitioner so that the redevelopment project may proceed without further delay.

16. Learned Advocate Ms. Prachi Tatake, appearing for respondent Nos.8, 10, 11, 12 and 15, submitted that these respondents are senior citizens who have been residing in the Society for more than forty years. According to her, they have consistently opposed what they describe as the illegal functioning of the Managing Committee whose term has already expired. She submitted that these respondents are the original disputants in proceedings filed under Section 91 of the Maharashtra Co-operative Societies Act before the Co-operative Court and are also complainants before the Deputy Registrar of Co-operative Societies. It was argued that they have never consented to the redevelopment proposed by the Society. On the contrary, they have challenged the execution of the Development Agreement dated 26 December 2023 on the ground that the Society failed to follow a fair, transparent and lawful procedure. She further submitted that these respondents have never agreed to redevelopment under Regulations 33(10) and 33(11) of the Development Control and Promotion Regulations or to the amalgamation of neighbouring plots. Learned counsel submitted that for several reasons the Development Agreement does not create any valid or binding rights in favour of the petitioner. According to her, once the Development Agreement itself is invalid, the petitioner cannot seek the interim reliefs prayed for in the present petition under Section

9 of the Arbitration and Conciliation Act. Learned counsel further submitted that a petition under Section 9 can be entertained only if the disputes intended to be referred to arbitration are capable of being decided through arbitration. According to her, the petition proceeds on the assumption that such disputes are arbitrable because the Development Agreement contains an arbitration clause. She argued that this assumption is fundamentally incorrect because the Development Agreement was executed by a Managing Committee whose term had already expired and on the basis of a resolution allegedly passed only by a small number of members. Even assuming that such resolution was valid at that time, it could not be treated as an informed and express consent of all the members for redevelopment under Regulations 33(10) or 33(11). She submitted that such informed consent is required under Section 79A of the Maharashtra Co-operative Societies Act. In the absence of such consent, according to her, the disputes are not arbitrable and therefore no relief can be granted under Section 9. Learned counsel also relied upon the decision in *Booz Allen and Hamilton Inc. v. SBI Home Finance Ltd.* She submitted that the disputes sought to be raised by the petitioner are not capable of being referred to arbitration because they involve rights affecting the public at large and rights in rem. According to her, redevelopment under Regulations 33(10) and 33(11) was never agreed upon by the parties and therefore such issues cannot be decided in arbitration. Learned counsel further submitted that these respondents have throughout opposed what they describe as the illegal functioning of the Managing Committee. According to

her, after expiry of its term, the Managing Committee continued to control the affairs of the Society without any legal authority, took important policy decisions, executed the Development Agreement and changed the entire nature of the redevelopment. She alleged that the redevelopment scheme was altered from one originally proposed to one under Regulations 33(10) and 33(11) in collusion with the petitioner so as to confer undue benefits upon those involved.

17. Learned counsel pointed out that the existing Managing Committee was elected on 10 April 2016 and its tenure expired on 9 April 2021. It was further submitted that the proposal originally given by the petitioner in the year 2017 has undergone substantial changes over the years with the support of the office bearers of the Society, who according to the respondents, continued to function even after expiry of their term. Learned counsel submitted that the nature and scope of the redevelopment, the planning authority, the utilisation of FSI and the amalgamation of adjoining plots are all materially different from what was originally proposed and that none of these changes has been approved by the members. According to her, although the Development Agreement refers to the Municipal Corporation as the planning authority, the petitioner has unilaterally approached the Slum Rehabilitation Authority and obtained Intimations of Approval dated 4 February 2026 and 16 February 2026 without obtaining the consent of the members and contrary to the terms of the Development Agreement. In support of the above submission, learned counsel referred to various clauses of the Development Agreement. She submitted that Clause 3.3

contemplates approval of plans by the Municipal Corporation and obtaining an Intimation of Disapproval, whereas the petitioner has obtained an Intimation of Approval from the Slum Rehabilitation Authority. She further submitted that Clause 3.6 requires consent of the Society members before amalgamation of plots, but no such consent was obtained. According to her, Clause 18.2 permits demolition and exercise of development rights only after issuance of an Intimation of Disapproval and also contemplates registration of the project under RERA. She also submitted that Clause 20.2 requires the developer to place the approved plans and the Intimation of Disapproval before the Society for verification, which according to her has not been done. She further pointed out that the Second Schedule to the Development Agreement records details of only 63 members and provides that any claims made by persons not included in the list are to be dealt with by the Society at its own cost. According to her, the Development Agreement ignores eight additional flats and also does not account for the two flats belonging to the intervenors in the present proceedings. She submitted that as a result, the majority relied upon by the petitioner is itself incorrect and the members of the Society may ultimately have to bear the expenses of disputes raised by third parties, chawl tenants and transit tenants. Learned counsel further submitted that the Society does not possess the required majority to proceed with the Development Agreement because, according to her, the total number of flats is 73 and not 63. She pointed out that the General Body Meeting held on 16 December 2022 was attended by only 24 members, many of whom are themselves

respondents in the present petition. According to her, such attendance cannot constitute valid consent of the members. She also submitted that copies of the relevant documents and minutes of the meetings were never supplied to the members. Learned counsel submitted that the General Body Resolution dated 16 December 2022, the meetings allegedly held in November and December 2022, and the subsequent resolution passed in January 2026 approving the appointment of the petitioner and execution of the Development Agreement have all been challenged before the Co-operative Court. According to her, objections regarding the meetings held in November and December 2022 were raised by these respondents through complaints before the Managing Committee and the Deputy Registrar. They had also sought inspection of the Society records, but according to the information received from the Deputy Registrar, such inspection was not granted. She further pointed out that directions for conducting fair elections were issued on 25 February 2026. According to her, objections were also submitted before the Managing Committee in January and February 2026 after the respondents came to know about the proposed redevelopment under Regulations 33(10) and 33(11). Similar objections were raised in the Special General Body Meeting held on 25 February 2026. She lastly submitted that an appeal challenging the General Body Resolution dated 25 February 2026 was allowed by the Divisional Joint Registrar by an order dated 3 July 2026. Learned counsel submitted that by changing the redevelopment from the original proposal to redevelopment under Regulation 33(11) without any valid resolution of the

General Body, the petitioner has substantially altered the Development Agreement. According to her, such a fundamental change could not have been made without first passing a proper resolution approving the modification of the Development Agreement. She further submitted that the petitioner now proposes to construct Project Affected Tenement buildings and shift them to another plot under a clubbing scheme, as discussed in the Special General Body Meeting held on 26 February 2026. According to her, that meeting itself has been challenged. She therefore argued that the present redevelopment is not in accordance with the original Development Agreement and, in the absence of approval by a legally constituted Managing Committee and a valid resolution of the General Body, no directions under Section 9 of the Arbitration and Conciliation Act can be issued against these respondents. Lastly, learned counsel submitted that these respondents have already filed Co-operative Dispute No. CC/II/125 of 2026 before the Co-operative Court challenging all the General Body Resolutions passed from the year 2022 onwards. According to her, the present petition under Section 9 has been filed only to defeat and bypass the issues raised in those proceedings. She pointed out that the dispute before the Co-operative Court is still pending and was listed for hearing on 10 July 2026.

18. Learned Advocate Mr. Choudhari, appearing for respondent No.13, submitted that the present written submissions are in addition to the affidavit in reply dated 29 June 2026 filed on behalf of respondent No.13 and the oral submissions advanced

during the course of hearing. Learned counsel first submitted that the Permanent Alternate Accommodation Agreement (PAAA) has not yet been executed and registered. According to him, the present petition, which came to be filed on 28 April 2026 under Section 9 of the Arbitration and Conciliation Act, is therefore premature and not maintainable. He submitted that even from the facts stated by the petitioner in the petition itself, it is clear that the necessary preconditions for seeking such relief had not been completed when the petition was filed. Learned counsel pointed out that in paragraph 25 of the petition, the petitioner has stated that after obtaining the required permissions, a notice dated 20 February 2026 was issued to respondent No.1 Society calling upon the Society and its members to hand over possession of their respective flats within a period of 45 days. He further submitted that paragraph 28 of the petition records that since respondent Nos.2 to 26 had not submitted their declarations of consent, the petitioner issued three further notices dated 15 April 2026 calling upon them to avoid creating any obstruction in the redevelopment and to submit their declarations mentioning the date on which possession of their flats would be handed over. Learned counsel also referred to paragraph 56 of the petition, wherein the petitioner has stated that the Society was in the process of completing the allotment of new flats in the proposed building. According to him, the petitioner has itself stated that the Permanent Alternate Accommodation Agreements would be executed and registered only after the Society completed the process of allotting the new flats. Learned counsel then invited

attention to Clause 19.1 of the Development Agreement dated 26 December 2023. According to him, the said clause specifically requires the developer to execute and register Permanent Alternate Accommodation Agreements in favour of the members before issuing any notice calling upon them to vacate their existing flats. On the basis of the above clause, learned counsel submitted that the petitioner could have acquired a right to issue vacation notices only after execution and registration of the Permanent Alternate Accommodation Agreements. According to him, until that requirement was fulfilled, no cause of action had arisen in favour of the petitioner. He therefore submitted that the notices dated 20 February 2026 and 15 April 2026, as well as the filing of the present petition on 28 April 2026, were all premature and without any legal foundation. Learned counsel further submitted that in the Special General Body Meeting held on 12 July 2026, a resolution regarding allotment of new flats was passed despite objections raised by certain members. According to him, some members had requested reasonable time to examine the proposed allotment and consider its advantages and disadvantages before taking any decision. However, that request was rejected by the office bearers of the Society. It was further submitted that the members were not given adequate time to study the details of the proposed allotment of the new flats. According to learned counsel, because of the hurried manner in which the process was carried out, serious prejudice has been caused to several members. Learned counsel therefore submitted that not only was the petition filed before any cause of action had arisen, but even on the date

when the matter was finally heard and reserved for orders, the petitioner had still not acquired a valid cause of action to seek the reliefs prayed for.

19. Learned counsel next submitted that the redevelopment plans themselves are not final. He referred to paragraph 24 of the petition, wherein the petitioner has stated that the Slum Rehabilitation Authority has approved the redevelopment of both the Rachana Plots and the adjoining Meena Plots by issuing Intimations of Approval dated 4 February 2026 and 16 February 2026. However, according to learned counsel, the minutes of the Special General Body Meeting held on 26 February 2026 disclose a different position. Referring particularly to the discussion under Agenda No.1, he submitted that the petitioner informed the members that although the approved plans presently show the Project Affected Tenement buildings on the Society's plot, those buildings would ultimately be shifted to another plot under a clubbing scheme and the plans would be amended in due course. According to him, this itself shows that the sanctioned plans are not final even according to the petitioner. Learned counsel thereafter submitted that the present petition filed under Section 9 is itself misconceived and amounts to misuse of the process of the Court. According to him, the principal relief sought by the petitioner is a direction requiring respondent Nos.2 to 26 to vacate their flats and cooperate with the redevelopment of the Rachana and Meena Plots. Learned counsel submitted that although the petitioner has sought appointment of the Court Receiver, the real object behind that prayer is to obtain vacant possession of the flats

before commencement of arbitration proceedings. According to him, if the relief sought is granted, the petitioner would immediately demolish the existing buildings even before an Arbitral Tribunal is constituted and before arbitration proceedings actually begin. Learned counsel further submitted that paragraph 35 of the petition itself shows that disputes between the petitioner and respondent Nos.2 to 26 are proposed to be referred to arbitration. According to him, despite this, the petitioner does not wish to wait for constitution of the Arbitral Tribunal and instead seeks substantially the same relief from this Court under Section 9. It was therefore submitted that a petition under Section 9 is not the proper remedy for seeking the reliefs claimed in the present case. According to learned counsel, the reliefs prayed for are not temporary or protective in nature. If granted, they would virtually amount to granting the petitioner its final relief even before arbitration proceedings commence. Learned counsel submitted that the reliefs sought by the petitioner cannot be treated as interim measures of protection. According to him, such issues should properly be decided by the Arbitral Tribunal after it is constituted. He further submitted that nothing stated in the petition discloses any urgency or emergency requiring this Court to grant such drastic relief at the present stage. Learned counsel therefore submitted that if circumstances so require, it would always be open for the petitioner to approach the Arbitral Tribunal after its constitution and seek appropriate interim protection under Section 17 of the Arbitration and Conciliation Act.

20. Without prejudice to the above submissions, learned counsel

submitted that if this Court is nevertheless inclined to grant any relief in favour of the petitioner, adequate safeguards should first be provided to protect respondent No.13. In this regard, he referred to Clause 22.1 of the Development Agreement, under which the petitioner has agreed to retain an area measuring 3000 square feet in the new building as security. According to him, that area is to remain reserved until the petitioner achieves the milestones specified in the agreement. Learned counsel further submitted that respondent No.13 has heard the objections raised by various parties in the present proceedings and is concerned about the large number of litigations pending against the petitioner in different Courts and forums. According to him, respondent No.13 is mainly apprehensive whether, in view of these disputes, the redevelopment project will be completed at all and whether respondent No.13 will ultimately receive its permanent alternate flat in the newly constructed building. It was further submitted that respondent No.13 has two genuine concerns. First, there is apprehension that the petitioner may fail to complete the redevelopment project and hand over possession of the new flat after obtaining the Occupation Certificate. Secondly, there is apprehension that there may be delay or default in payment of transit rent, hardship compensation and other monetary benefits payable under the Development Agreement. Learned counsel therefore prayed that, if any relief is granted to the petitioner, the petitioner should first be directed to furnish sufficient security, either by way of a bank guarantee or any other suitable security, so as to safeguard the rights and interests of respondent No.13 in

respect of the new flat proposed to be allotted in place of existing Flat No.A-601. On the above grounds, learned counsel submitted that the petitioner has failed to make out any case for grant of the drastic reliefs sought in the petition and therefore the petition deserves to be dismissed.

21. Mr. Gupta learned counsel adopted the submissions made on behalf of respondent Nos.14 and 15. It was submitted that the flagship company of the petitioner's director, Mr. Vinay Patil, namely Samruddha Resources Limited, is facing insolvency proceedings before the National Company Law Tribunal and several proceedings under Section 138 of the Negotiable Instruments Act. It was further submitted that the balance sheet of Polestar, produced by the petitioner in rejoinder, shows negligible capital and no business activity. According to respondent Nos.14 and 15, these circumstances show that the petitioner lacks the financial strength and technical capability to complete the redevelopment and therefore the claims made by the petitioner are without substance. It was further submitted that the minutes of the meeting dated 26 February 2026 relied upon by the petitioner are fabricated, manipulated and prepared only to create an impression that the members had consented to the redevelopment. Learned counsel lastly submitted that despite repeated written requests, copies of the minutes of the meeting were never circulated to the members. According to him, the minutes were deliberately withheld and were forwarded only at about 11.50 p.m. so as to prevent the members from raising objections. He further submitted that the video recording of the Special General

Body Meeting dated 26 February 2026, which according to him contains objections raised by several members, has been deliberately withheld. It was argued that the contents of the video recording are inconsistent with the minutes relied upon by the petitioner and that this amounts to practising fraud upon the Court.

22. Learned Senior Advocate Mr. Godbole, appearing for respondent No.19, submitted that the present petition under Section 9 of the Arbitration and Conciliation Act has been filed against respondent No.19 only in respect of Flat Nos. A/303 and A/701 situated in Building 'A' of respondent No.1 Society. According to him, respondent No.19 is holding a total of nine flats in Building 'A', namely Flat Nos. A/101, A/102, A/103, A/202, A/203, A/204, A/303, A/403 and A/701, in its capacity as a member of the Society. He submitted that respondent No.19 possesses share certificates in respect of some of these flats and has also been issued maintenance bills by the Society from time to time. Learned Senior Counsel submitted that through the present petition the petitioner seeks directions requiring respondent No.19 to vacate the two flats mentioned above and also seeks appointment of a Court Receiver to take physical possession of those flats with police assistance so that the petitioner may demolish the existing building. According to him, even if such relief is confined only to the two flats referred to in the petition, demolition of Building 'A' would inevitably affect the remaining seven flats claimed by respondent No.19 in the same building. He submitted that the petitioner has neither sought any relief nor

made out any case in respect of those remaining seven flats, which are not covered either by the vacation notices or by the present petition. Learned Senior Counsel further submitted that the Development Agreement dated 26 December 2023 proceeds on the basis that respondent No.1 Society consists of 63 members. According to him, this is factually incorrect because the Society actually consists of 73 members. In support of this submission, he relied upon the order dated 20 September 2022 passed by the Deputy Registrar, Co-operative Societies, H-West Ward, Mumbai, under Section 18 of the Maharashtra Co-operative Societies Act read with Rule 17 of the Maharashtra Co-operative Societies Rules, whereby the Society was bifurcated into one Society having 73 members and another Society having 8 members. Learned Senior Counsel submitted that the petitioner now proposes to construct Project Affected Tenement buildings under Regulation 33(11) of the Development Control and Promotion Regulations, 2034 and thereafter shift those buildings from the Society's plot to another plot under a clubbing scheme. According to him, this proposal is reflected in the minutes of the Special General Body Meeting held on 26 February 2026. He argued that such redevelopment is not contemplated under the original Development Agreement and amounts to a substantial variation or modification of that agreement. According to him, no such modification could have been made unless a valid resolution had first been passed by the Society and a registered addendum had been executed amending the Development Agreement. He therefore submitted that until such resolution and registered addendum come into existence, the

petitioner could not issue vacation notices to the members or initiate proceedings under Section 9 of the Arbitration and Conciliation Act. On that basis, he submitted that the vacation notice dated 17 April 2026 is premature, invalid and unenforceable.

23. Learned Senior Counsel further submitted that the minutes of the meeting dated 26 February 2026 cannot by themselves be treated as a valid resolution of the Special General Body Meeting. According to him, every resolution passed in such meeting must thereafter be circulated to all members and also be confirmed or ratified in a subsequent General Body Meeting before it becomes effective. He submitted that since no such ratification has taken place, the minutes cannot be treated as approval of the revised redevelopment plans or redevelopment under Regulation 33(11). Learned Senior Counsel further argued that even assuming the minutes dated 26 February 2026 amount to a valid resolution, the Development Agreement could not automatically stand amended. According to him, a written and registered addendum modifying the Development Agreement was still necessary. Since no such registered addendum has been executed, he submitted that the petitioner cannot rely upon the alleged changes in the redevelopment scheme. Learned Senior Counsel submitted that the provisions relating to vacation notices contained in Clauses 15.2 and 15.3 of the Development Agreement could come into operation only after such registered addendum was executed and incorporated into the agreement. According to him, only thereafter could valid vacation notices be issued to the members and only

thereafter could proceedings under Section 9 of the Arbitration and Conciliation Act be initiated. He therefore submitted that both the vacation notices and the present petition are premature, illegal and not maintainable in law. Learned Senior Counsel also submitted that the petitioner cannot seek relief under Section 9 in a manner which indirectly affects the rights of members and non-members whose premises are not even included in the present petition. According to him, several other flats in Building 'A' are occupied by persons who are not parties to these proceedings or whose flats are not covered either by the Development Agreement, the vacation notices or the present petition. He therefore submitted that the petitioner has no cause of action to seek relief affecting those persons through the present proceedings. Learned Senior Counsel further submitted that the principal object of the present petition is to obtain vacant possession of certain flats so that demolition of the existing building and redevelopment can commence. He pointed out that, according to the order of the Deputy Registrar dated 20 September 2022, there are altogether 73 occupied flats in the Society building. He also submitted that during the hearing held on 9 July 2026, the petitioner itself accepted that position. According to him, the present petition seeks possession only of some specified flats and does not seek any relief in respect of the remaining occupied flats. Therefore, even if all the reliefs claimed in the petition are granted and the occupants of those specified flats vacate their premises, demolition of the building and commencement of redevelopment would still not be possible because many other occupied flats would continue to

remain in possession of their respective occupants. He therefore submitted that the petitioner has failed to establish any real urgency or immediate necessity for invoking the extraordinary jurisdiction of this Court under Section 9 of the Arbitration and Conciliation Act. On the above grounds, learned Senior Counsel submitted that the petitioner has failed to make out any case for grant of interim relief and that the present petition deserves to be dismissed with costs.

24. Learned Advocate Mr. Rawool, appearing for respondent Nos.20, 22 and 23, submitted that the provisions relating to issuance of a vacation notice under Clauses 15.2 and 15.3 of the Development Agreement could come into operation only after a registered addendum modifying the Development Agreement had been executed and incorporated into those clauses. According to him, only thereafter could the petitioner issue valid vacation notices to the members of respondent No.1 Society and thereafter initiate proceedings under Section 9 of the Arbitration and Conciliation Act. He therefore submitted that both the vacation notices and the present petition are premature, misconceived and invalid in law, and consequently no interim relief can be granted in favour of the petitioner. Learned counsel further submitted that respondent Nos.20, 22 and 23 adopt and rely upon all the submissions advanced on behalf of respondent Nos.19, 21, 24, 25 and 26. He submitted that those submissions may also be treated as forming part of the case of respondent Nos.20, 22 and 23. On the basis of the above submissions, learned counsel contended that the petitioner has failed to make out any case for grant of relief

under the present petition and therefore the petition deserves to be dismissed with costs.

25. Learned Advocate Mr. Kanetkar, appearing for respondent No.21, submitted that the present petition under Section 9 of the Arbitration and Conciliation Act, 1996 has been filed against respondent No.21 only in respect of Flat No. A/502 situated in Building 'A' of respondent No.1 Society. According to him, respondent No.21 is holding two flats in Building 'A', namely Flat Nos. A/104 and A/502, in its capacity as a member of the Society. Learned counsel submitted that by the present petition the petitioner seeks a direction requiring respondent No.21 to vacate Flat No. A/502 and also seeks appointment of a Court Receiver to take physical possession of that flat with police assistance so that Building 'A' can be demolished. According to him, even if such relief is granted only in respect of Flat No. A/502, demolition of the building would also affect the rights of respondent No.21 in respect of its other flat, namely Flat No. A/104. He submitted that the petitioner has neither sought any relief nor made out any case regarding that remaining flat, which is not covered by the vacation notice or by the present petition. Learned counsel further submitted that the Development Agreement dated 26 December 2023 proceeds on the basis that respondent No.1 Society has only 63 members. According to him, this is not factually correct because the Society actually consists of 73 members. In support of this submission, he relied upon the order dated 20 September 2022 passed by the Deputy Registrar, Co-operative Societies, H-West Ward, Mumbai, under Section 18 of the Maharashtra Co-operative

Societies Act read with Rule 17 of the Maharashtra Co-operative Societies Rules, whereby one Society consisting of 73 members and another Society consisting of 8 members came to be recognised after bifurcation. Learned counsel submitted that the petitioner now proposes to construct Project Affected Tenement buildings under Regulation 33(11) of the Development Control and Promotion Regulations, 2034 and thereafter shift those tenements from the Society's plot to another plot under a clubbing scheme. According to him, this proposal was discussed in the Special General Body Meeting held on 26 February 2026. He submitted that such redevelopment is not contemplated under the original Development Agreement and amounts to a material variation or modification of its terms. According to him, no such change could have been made without passing a valid resolution of the Society and executing a registered addendum modifying the Development Agreement. He therefore submitted that until such resolution is passed and the addendum is executed and registered, the petitioner cannot issue any vacation notice to respondent No.21 or initiate proceedings under Section 9 of the Arbitration and Conciliation Act. Learned counsel further submitted that the minutes of the meeting dated 26 February 2026 cannot be treated as a valid resolution of the Special General Body Meeting. According to him, every resolution passed at such meeting is required to be circulated to all members and thereafter ratified and confirmed in a subsequent General Body Meeting before it becomes effective. Since no such ratification or confirmation has taken place, he submitted that the minutes cannot be treated as

approval of the revised redevelopment plans or redevelopment under Regulation 33(11) of the Development Control and Promotion Regulations, 2034. Learned counsel further submitted that even assuming the minutes dated 26 February 2026 amount to a valid resolution of the Society, the Development Agreement could not stand modified automatically. According to him, a written and registered addendum between the petitioner and respondent No.1 Society was still necessary. Since no such registered addendum has been executed, the petitioner cannot rely upon the alleged changes in the redevelopment scheme. Learned counsel submitted that the provisions relating to issuance of a vacation notice under Clauses 15.2 and 15.3 of the Development Agreement could come into operation only after such registered addendum had been incorporated into the agreement. According to him, only thereafter could the petitioner issue a valid vacation notice to the members and thereafter institute proceedings under Section 9 of the Arbitration and Conciliation Act. He therefore submitted that both the vacation notice and the present petition are misconceived, premature and invalid in law, and consequently no relief can be granted to the petitioner. Learned counsel also submitted that the petitioner cannot invoke Section 9 of the Arbitration and Conciliation Act in a manner which affects the rights of members and non-members whose flats are not included in the present petition. According to him, the petitioner has no cause of action to seek relief, directly or indirectly, against persons whose premises are neither covered by the Development Agreement nor by the vacation notice or the present proceedings.

On the basis of the above submissions, learned counsel contended that the petitioner has failed to make out any case for grant of interim relief and therefore the present petition deserves to be dismissed with costs.

26. Learned Senior Advocate Mr. Andhyarujina, appearing for respondent No.25, submitted that the present petition under Section 9 of the Arbitration and Conciliation Act has been filed only as a counterblast to the proceedings already initiated by respondent No.24. According to him, respondent No.24 has filed Commercial Suit No.409 of 2017 against respondent No.1 Society, the present petitioner and M/s. Saboo and Varun seeking specific performance of the Tripartite Agreement dated 8 December 2006 along with other consequential reliefs. He submitted that the present proceedings have been instituted only to defeat the rights asserted by respondent No.24 in the said suit. Learned Senior Counsel further submitted that in Commercial Suit No.409 of 2017, this Court had passed an order dated 5 May 2017 in Notice of Motion (L) No.253 of 2017 observing that all steps taken by the defendants would remain subject to the further orders of the Court at the time of final hearing of the Notice of Motion. According to him, the said Notice of Motion is still pending for final hearing and disposal before this Court. Learned Senior Counsel also referred to Interim Application No.2696 of 2026 filed in the same Commercial Suit. He pointed out that by order dated 24 June 2026, this Court observed that any steps taken by the defendants during the pendency of the proceedings would remain subject to the orders to be passed in the Interim Application. Learned Senior Counsel

submitted that the said Interim Application is still pending. He further submitted that under the earlier Development Agreement dated 8 December 2006, respondent No.24 had already obtained sanctioned plans for construction of Building 'C' on the Society's property, having an area of 563.86 square metres comprising ground floor and three upper floors. According to him, those sanctioned plans had remained valid up to 4 April 2026. Learned Senior Counsel submitted that under the present Development Agreement dated 26 December 2023, the petitioner has, contrary to its own contractual obligations, amalgamated the property of respondent No.1 Society with the adjoining property of Meena Apartment Co-operative Housing Society under the Development Control and Promotion Regulations, 2034. According to him, by doing so the petitioner has changed the identity of the suit property involved in the pending Commercial Suit. He further submitted that the petitioner now proposes to construct Tower No.3 at the same location where Building 'C' had already been sanctioned under the earlier Tripartite Agreement dated 8 December 2006 executed in favour of respondent No.24. Learned Senior Counsel further submitted that the Development Agreement dated 26 December 2023 refers to the Municipal Corporation of Greater Mumbai as the planning authority. However, according to him, the petitioner has instead approached the Slum Rehabilitation Authority and obtained Intimations of Approval dated 4 February 2026 and 16 February 2026. He submitted that this course of action is contrary to the terms of the Development Agreement itself.

27. Learned Senior Counsel also submitted that the petitioner now proposes to construct Project Affected Tenement buildings under Regulation 33(11) of the Development Control and Promotion Regulations, 2034 and thereafter shift those tenements from the Society's plot to another plot under a clubbing scheme. According to him, this proposal was stated to have been discussed in the Special General Body Meeting held on 26 February 2026. He submitted that such redevelopment is outside the scope of the original Development Agreement and amounts to a material variation or modification of its terms. According to him, no such modification could have been made without first passing a valid resolution of the Society and thereafter executing and registering an addendum amending the Development Agreement. He therefore submitted that until such resolution is passed and the registered addendum comes into existence, the petitioner cannot issue vacation notices to respondent Nos.24 and 25 or invoke Section 9 of the Arbitration and Conciliation Act. Learned Senior Counsel further submitted that interim relief under Section 9 of the Arbitration and Conciliation Act can be granted only when the petitioner shows its readiness and willingness to perform its own obligations under the Development Agreement. According to him, the Development Agreement has become unenforceable because there is neither a valid resolution of the Society approving the altered redevelopment nor any addendum or corrigendum modifying the agreement. He further submitted that there are admitted departures between the contractual terms contained in the Development Agreement and the redevelopment now proposed

by the petitioner. Therefore, according to him, the petitioner itself is not acting in accordance with the Development Agreement and consequently is not entitled to seek interim protection under Section 9. Learned Senior Counsel also submitted that the petitioner is not entitled to any interim relief because such relief can only be granted in aid of the final relief which may ultimately be claimed in arbitration. According to him, the petitioner cannot ultimately succeed on the basis of the present Development Agreement since that agreement does not contemplate redevelopment under Regulation 33(11) of the Development Control and Promotion Regulations, 2034. Therefore, according to him, no interim relief can be granted at this stage. On the basis of the above submissions, learned Senior Counsel contended that the petitioner has failed to make out any case for grant of relief under the present petition and therefore the petition deserves to be dismissed with costs.

28. Learned Advocate Mr. Mayur Khandeparkar, appearing for respondent No.26, submitted that the petitioner referred to the minutes of the Special General Body Meeting dated 26 February 2026 for the first time only when a query was raised by this Court during the hearing held on 9 July 2026. According to him, the petitioner has never produced any valid resolution passed in that meeting. He submitted that there is no proper foundation in the petition regarding the alleged Special General Body Meeting or the alleged resolution approving the Letter of Intent, the proposed Permanent Transit Camp buildings, or the redevelopment of the Rachana Society property along with the adjoining Meena

Apartment property. Learned counsel further submitted that respondent No.1 Society has placed considerable reliance upon the minutes of the Special General Body Meeting dated 26 February 2026. According to him, those minutes themselves record that the petitioner informed the members that the Permanent Transit Camp buildings shown on the approved plans would not ultimately be constructed on the Society's plot and would instead be shifted to another plot in accordance with the usual practice followed in redevelopment projects. He submitted that the petitioner had also informed the members that the plans would be amended in future so that the Permanent Transit Camp buildings could be shifted to another plot under a clubbing scheme. According to learned counsel, this itself shows that even on 26 February 2026 the redevelopment plans had not attained finality and further changes were contemplated by the petitioner. He therefore submitted that Clause 15.2 of the Development Agreement had not come into operation and consequently the petitioner could neither issue vacation notices to the members nor maintain the present petition under Section 9 of the Arbitration and Conciliation Act. Learned counsel further submitted that the petitioner now proposes to construct Permanent Transit Camp buildings under Regulation 33(11) of the Development Control and Promotion Regulations, 2034 and thereafter shift those buildings from the Society's plot to another plot under a clubbing scheme. According to him, this proposal, which is stated to have been discussed in the Special General Body Meeting held on 26 February 2026, is outside the scope of the Development Agreement dated 26 December 2023.

He submitted that such a proposal amounts to a variation or modification of the Development Agreement and could not have been implemented without first passing a valid resolution of the Society and thereafter executing and registering an addendum amending the Development Agreement. According to him, unless these requirements are fulfilled, no vacation notice can be issued to respondent No.26 or any other member and proceedings under Section 9 of the Arbitration and Conciliation Act cannot be maintained.

29. Learned counsel further submitted that even assuming, without admitting, that the minutes dated 26 February 2026 amount to a valid resolution of the Special General Body Meeting, the Development Agreement could still not stand modified automatically. According to him, a written and registered addendum between the Society and the petitioner was necessary to bring such changes into effect. Since no such addendum has been executed, he submitted that the petitioner cannot rely upon the altered redevelopment scheme. Learned counsel also submitted that the minutes of the meeting dated 26 February 2026 do not constitute a valid and binding resolution of the Special General Body Meeting. According to him, every resolution passed at such meeting is required to be circulated to all members and thereafter ratified and confirmed in a subsequent General Body Meeting before it becomes effective. Since no such ratification or confirmation has taken place, he submitted that the minutes cannot be treated as approval of the revised redevelopment plans or redevelopment under Regulation 33(11) of the Development

Control and Promotion Regulations, 2034. Learned counsel further submitted that the Development Agreement itself contains no provision or foundation regarding amendment of the building plans or redevelopment under the revised scheme resulting in the Letter of Intent with the Permanent Transit Camp component. According to him, in the absence of such contractual provision, no vacation notice could have been issued under Clause 15.2 of the Development Agreement and consequently no petition under Section 9 of the Arbitration and Conciliation Act could have been filed on the basis of such notice. Learned counsel submitted that the provisions relating to issuance of vacation notices under Clauses 15.2 and 15.3 of the Development Agreement could become operative only after a registered addendum incorporating the modified terms into the Development Agreement had been executed. According to him, only thereafter could the petitioner issue valid vacation notices to the members and thereafter initiate proceedings under Section 9 of the Arbitration and Conciliation Act. He therefore submitted that both the vacation notices and the present petition are misconceived, premature and invalid in law, and consequently no relief can be granted to the petitioner. Learned counsel further submitted that respondent No.26 adopts and relies upon all the submissions advanced on behalf of respondent Nos.19, 21, 24 and 25. According to him, those submissions may also be treated as part of the case of respondent No.26. On the basis of the above submissions, learned counsel contended that the petitioner has failed to establish any case for grant of interim relief and therefore the present petition deserves

to be dismissed with costs.

30. Learned Senior Advocate Mr. Kamdar, appearing on behalf of M/s. Saboo and Varun, submitted that the applicant has filed the present Interim Application seeking intervention and impleadment in the present petition filed under Section 9 of the Arbitration and Conciliation Act. According to him, the petitioner has sought relief only in respect of the flats occupied by 63 members and has not included Flat Nos. A/804 and A/904 belonging to the applicant, as well as certain other flats. Learned Senior Counsel submitted that the petitioner has sought directions requiring respondent Nos.2 to 26 to vacate their respective flats and has also prayed for appointment of a Court Receiver to take physical possession of those flats with police assistance so that Building 'A' can be demolished. According to him, if such relief is granted, the rights of the applicant, who owns Flat Nos. A/804 and A/904 in the same building, will also be directly affected. It is for this reason that the applicant has sought permission to intervene and be impleaded in the present proceedings. Learned Senior Counsel submitted that the applicant is the owner of the aforesaid two flats and has been in lawful possession thereof. According to him, the applicant continues to occupy those flats and regularly pays all maintenance charges, municipal taxes, electricity bills, water charges and other outgoings in respect of those premises. It was further submitted that, to the knowledge of both the petitioner and respondent No.1 Society, these two flats have been given on leave and licence basis since the year 2007 and continue to remain under such arrangement even today. Learned Senior Counsel submitted that

without issuing any notice to the applicant in respect of these two flats and without initiating any proceedings against the applicant, the petitioner and respondent No.1 Society are attempting to obtain orders from this Court permitting demolition of the entire building. According to him, this has been done by suppressing the fact that the applicant has independent rights in the said two flats. Learned Senior Counsel further submitted that despite being fully aware of the applicant's rights, the petitioner has deliberately and intentionally neither impleaded the applicant as a party to the petition nor served any notice upon it. Learned Senior Counsel submitted that Building 'A' was completed and occupied in the year 1999 and that its lift had been installed in the year 1998. According to him, the building is less than thirty years old, is structurally sound, its reinforced concrete structure has been properly maintained, and therefore it does not require demolition. Learned Senior Counsel further submitted that the Development Agreement dated 26 December 2023 incorrectly proceeds on the basis that respondent No.1 Society has only 63 members. According to him, the Society in fact consists of 73 members. In support of this submission, he relied upon the order dated 20 September 2022 passed by the Deputy Registrar, Co-operative Societies, H-West Ward, Mumbai, under Section 18 of the Maharashtra Co-operative Societies Act read with Rule 17 of the Maharashtra Co-operative Societies Rules, whereby one Society consisting of 73 members and another Society consisting of 8 members came to be recognised after bifurcation. Learned Senior Counsel submitted that the applicant owns Flat Nos. A/804 and

A/904, but the petitioner has not referred to those flats anywhere in the present petition. According to him, the applicant is the original developer who had constructed Building 'A' and the aforesaid two flats are its unsold flats, which continue to belong to the applicant. Learned Senior Counsel further submitted that the petitioner cannot invoke Section 9 of the Arbitration and Conciliation Act in a manner which affects the rights of members or non-members whose flats are not even included in the present petition. According to him, the petitioner has no cause of action to seek relief, either directly or indirectly, against persons whose premises are neither covered by the Development Agreement nor by the vacation notices or the present proceedings. Learned Senior Counsel reiterated that the Development Agreement records only 63 members of the Society, whereas according to the order dated 20 September 2022 passed by the Deputy Registrar, the Society actually consists of 73 members. He submitted that the said order clearly supports the applicant's contention regarding the actual strength of the Society. Learned Senior Counsel also submitted that the applicant has been regularly paying maintenance charges to respondent No.1 Society. According to him, the maintenance bills and payment receipts produced along with the Interim Application establish the applicant's continued rights and possession in respect of the two flats. On the basis of the above submissions, learned Senior Counsel prayed that no relief should be granted to the petitioner in the present arbitration petition. He further requested that the Interim Application filed by the applicant for intervention and impleadment be allowed.

REASONS AND ANALYSIS:

31. I have heard learned Senior Counsel and learned Advocates appearing for all parties. I have also gone through the pleadings, and documents relied upon by them. After considering the entire material, it appears that the Court is required to see the Development Agreement in full, the conduct of all parties after execution of the agreement, the legal provisions governing redevelopment and also keep in mind that powers exercised by this Court under Section 9 of the Arbitration and Conciliation Act are of limited nature. Therefore, every objection and every submission has to be seen in its proper background before arriving at any prima facie opinion.

32. The petitioner has approached this Court before commencement of arbitration proceedings and seeks interim protection under Section 9 of the Act. According to the petitioner, respondent No.1 Society and the petitioner entered into a Development Agreement dated 26 December 2023 which contains an arbitration clause. It is the petitioner's case that the Society and all members are required to follow the obligations arising from the said agreement. The petitioner submits that after obtaining Intimation of Approval from the Slum Rehabilitation Authority, it became entitled to ask all members to vacate their respective premises so that redevelopment work could start. According to the petitioner, majority members have accepted the redevelopment proposal and executed consenting declarations. However, respondent Nos.2 to 26 have not vacated their premises and because of their refusal, the redevelopment project has been

stalled. It is therefore the petitioner's case that unless interim protection is granted, the entire project will remain delayed even though majority members are ready to proceed. The petitioner has further submitted that under the Development Agreement wide powers have been given to it for carrying out redevelopment. According to the petitioner, the only restriction is that the agreed area of the new flats to be allotted to the members should not be reduced. It is submitted that the agreement permits utilisation of available FSI, additional development potential, TDR, amalgamation of neighbouring plots, revision of plans and adoption of Government schemes which may become available from time to time. Therefore, according to the petitioner, obtaining approvals from the Slum Rehabilitation Authority and carrying out joint redevelopment by amalgamating the adjoining Meena Society plot is within the rights given under the Development Agreement and does not amount to breach of the agreement.

33. The petitioner has placed reliance upon the conduct of respondent No.1 Society and majority of its members after the Intimation of Approval was received. According to the petitioner, copies of the approvals were circulated amongst all members. Thereafter, a Special General Body Meeting was convened where members discussed the redevelopment proposal, considered the sanctioned plans and also discussed enhancement of transit rent. It is submitted that after those discussions the members approved the redevelopment proposal and accepted enhancement of transit rent. Thereafter, forty two out of sixty three members executed declarations showing their willingness to participate in

redevelopment. According to the petitioner, this shows that a small section of members is opposing the redevelopment whereas the majority has accepted the proposal. Therefore, the petitioner submits that minority opposition cannot be permitted to stop redevelopment which has received approval from the Society.

34. Respondent No.1 Society has supported the submissions advanced by the petitioner. According to the Society, the Development Agreement accepts the petitioner as Owner as well as Developer and gives it authority to undertake redevelopment by adopting any scheme. The Society submits that nowhere does the agreement restrict redevelopment only through the Municipal Corporation. According to the Society, the important aspect is that every member should receive permanent alternate accommodation and all benefits promised under the Development Agreement. So long as those rights remain protected, the petitioner is free to adopt any permissible statutory scheme for completing the redevelopment. The Society has submitted that decisions relating to redevelopment have been taken by the General Body of the Society. According to the Society, appointment of the petitioner as developer, approval of the Development Agreement, acceptance of revised commercial terms, enhancement of transit rent and acceptance of redevelopment plans have all received approval from the General Body. Therefore the collective decision taken by majority members cannot be defeated only because some members are opposing redevelopment. It is submitted that once the General Body has approved the project, the minority members cannot prevent implementation of that decision.

Scope of Jurisdiction under Section 9 of the Arbitration and Conciliation Act and Nature of the Disputes Raised:

35. At this stage, it becomes necessary to understand the nature of jurisdiction exercised by this Court under Section 9 of the Arbitration and Conciliation Act. Proceedings under Section 9 are not intended for deciding every dispute which may arise between the parties. This Court is not expected to decide questions relating to title, validity of resolutions. The purpose of Section 9 is to grant appropriate interim protection wherever such protection becomes necessary in aid of arbitration. Therefore, while considering the present petition, this Court has to remain conscious that it is not deciding the final rights of the parties.

36. The Division Bench of this Court in *Pranav Constructions Limited v. Priyadarshini Cooperative Housing Society Limited Arbitration Appeal (L) No. 20093 of 2025 decided on 14 July 2025* has explained the scope of Section 9 in redevelopment matters. It has been held that grievances of individual members regarding validity of General Body resolutions, appointment of developer, implementation of redevelopment, entitlement to additional area or similar issues cannot be decided in proceedings under Section 9. Such disputes are required to be taken before the competent forum under the Maharashtra Co-operative Societies Act or before the Civil Court, wherever such remedy is available. The Court exercising jurisdiction under Section 9 is concerned with grant of interim protection and not with adjudication of disputes between the Society and its members. The Division Bench has observed that where the Society and its members are bound by the Development

Agreement, refusal of some members to perform their contractual obligations may give rise to disputes capable of being referred to arbitration. In such circumstances, the Court exercising powers under Section 9 can consider grant of appropriate interim protection. At the same time, the Court must remain careful that interim relief granted at this stage should not amount to deciding disputes which are required to be adjudicated by another forum after trial.

37. Keeping the above principles in mind, the facts of the present case now require careful examination. Different respondents have raised several objections. Some respondents challenge the validity of resolutions passed by the Society. Some question the authority of the Managing Committee. Others contend that redevelopment under Regulation 33(11), amalgamation of adjoining plots, execution of Permanent Alternate Accommodation Agreements, recognition of membership, pendency of proceedings before the Co-operative Court, Commercial Court, statutory authorities and claims relating to additional premises create impediments in granting any relief under Section 9. Thus, numerous objections have been raised from different angles and all of them require consideration. However, merely because such objections have been raised, it would not be proper at this stage to decide every one of them. The issue which requires examination is whether these objections are of such nature that they remove the jurisdiction of this Court under Section 9 or whether they are disputes which are required to be decided by other forum while this Court still retains power to consider interim protection.

38. The petitioner has submitted that every objection raised by the respondents concerns either internal management of the Society or claims of particular members. According to the petitioner, such objections neither affect the existence of the arbitration agreement nor destroy the binding nature of the Development Agreement. Respondent No.1 Society has adopted the same stand and has contended that these disputes cannot prevent implementation of redevelopment approved by the majority members. The contesting respondents have taken different stand. According to them, the basis of the Development Agreement has undergone a substantial change because redevelopment is proposed under another statutory scheme and because several contractual requirements have not been fulfilled before issuance of the notices requiring members to vacate. It is their case that these are not internal disputes of the Society. According to them, these issues go to the root of the petitioner's right to invoke Section 9 and therefore the petition is not maintainable.

39. Thus, the controversy before this Court is not confined to the question whether respondent Nos.2 to 26 are refusing to vacate their premises. The issue appears to be whether the objections raised by the respondents are disputes which must be decided before some other forum while interim protection under Section 9 can be considered, or whether those objections strike at the foundation of the present petition. It is this question which now requires examination while considering the submissions advanced on behalf of contesting respondent.

Objection Regarding Authority of the Managing Committee to Execute and Implement the Development:

40. The objections raised by respondent Nos.8, 10, 11, 12, 13, 14 and 15 are on four aspects. Firstly, they say that the Managing Committee had no authority to execute and act upon the Development Agreement. Secondly the redevelopment which is proposed is not the same redevelopment which was earlier placed before the members and accepted by them. Thirdly, it is their case that before asking the members to vacate their flats, the petitioner was required to complete obligations under the Development Agreement, which has not been done. Lastly, they have relied upon proceedings which are pending before the Co-operative Court, the Deputy Registrar and other statutory authorities to submit that in view of those proceedings, this Court should not grant any interim relief under Section 9 of the Arbitration and Conciliation Act. Therefore, according to these respondents, the petition deserves to be rejected.

41. So far as the challenge to the authority of the Managing Committee is concerned, learned counsel appearing for these respondents submitted that the term of the Managing Committee expired sometime in April 2021 and it ceased to have authority to continue taking decisions on behalf of the Society. According to them, once the tenure came to an end, every decision thereafter, including execution of the Development Agreement, became without authority in law. It is further submitted that complaints regarding continuation of the Managing Committee are pending before the Deputy Registrar and even directions have been issued

for holding fresh elections. Therefore, according to these respondents, decisions taken after expiry of the Committee's tenure cannot create obligations against the members.

42. The petitioner as well as respondent No.1 Society have opposed the above submissions. According to them, redevelopment has not proceeded merely because of decisions taken by the Managing Committee. They submit that the appointment of the petitioner as developer, approval of the Development Agreement and all other decisions have been approved by the General Body of the Society. Therefore, even if certain disputes regarding the Managing Committee are pending before the authorities, such proceedings do not make resolution passed by the General Body invalid nor do they stop the redevelopment process. Their submission is that the will of the General Body cannot be ignored only because questions regarding the Managing Committee are pending.

43. Prima facie, merely because the tenure of the Managing Committee is expired, it may not be possible to hold that every subsequent act done by the Society becomes void. Whether the Committee continued, whether elections ought to have been held earlier, whether the office bearers could continue to discharge their functions and what consequence follows from those facts are all questions which arise under the Maharashtra Co-operative Societies Act. Those issues are pending before the authorities. In proceedings under Section 9, this Court is not expected to finally examine those questions or record any findings upon them. Those matters have to be left open for the authorities who are seized of

them.

Objection that Redevelopment under Regulations 33(10) and 33(11) of the DCPR and Amalgamation of Plots Constitute a New Project Requiring a Fresh Resolution:

44. The next objection raised by these respondents relates to the change in the redevelopment scheme. Learned counsel submitted that the Development Agreement contemplated redevelopment through the Municipal Corporation. However, thereafter the petitioner obtained approvals from the Slum Rehabilitation Authority under Regulations 33(10) and 33(11) of the Development Control and Promotion Regulations. According to them, amalgamation of neighbouring plots, relocation of the Permanent Transit Camp buildings and utilisation of different statutory benefits have altogether changed the nature of redevelopment. It is therefore submitted that this is no longer the same project which was approved by the members and a fresh resolution of the Society together with an addendum to the Development Agreement became necessary before proceeding further.

45. The petitioner has disputed this submission. According to the petitioner, the Development Agreement contains several clauses giving wide authority to adopt any Government scheme, utilise every available development potential, amalgamate adjoining plots, revise layouts and modify plans whenever necessary, provided the area to be allotted to the members is not reduced. Respondent No.1 Society has also supported this stand. According

to the Society, after considering the revised proposal the General Body accepted redevelopment through the Slum Rehabilitation Authority and therefore there is no departure from the contractual arrangement between the parties.

46. I have examined the relevant clauses of the Development Agreement on which both sides have placed reliance. In my opinion, the submission advanced on behalf of the respondents cannot be accepted. The agreement does not merely authorise redevelopment through one authority. On the contrary, the definition of "Development Potential" is drafted in wide terms. It includes every kind of FSI, TDR, additional development rights, Government FSI, advantages arising from amalgamation of neighbouring plots and all other development benefits available under applicable laws, regulations and schemes including the Development Control and Promotion Regulations, 2034. Thus, the parties have agreed that the developer would be entitled to take benefit of every development potential available during execution of the project.

47. Clauses 3.4 and 3.5 also support the same interpretation. Clause 3.4 authorises the Owners/Developers to utilise maximum permissible FSI available under the Development Control Regulations or any other applicable law. It further authorises amendment of floor plans and layout plans of the plots and even amalgamated plots, subject only to the condition that the area of the members' new flats is not adversely affected without prior approval of the Society. Clause 3.5 further provides that the Owners/Developers shall be entitled to undertake and complete

the project in such manner as they may deem fit. These clauses do not indicate that redevelopment must remain confined to one planning authority throughout the entire execution of the project.

48. Similar intention is reflected in Clause 15.9. Though reference is made therein to obtaining IOD and payment of premiums to the Municipal Corporation and other appropriate authorities, the clause specifically records that the Owners/Developers shall be entitled to opt for such Government schemes as they deem beneficial and as may be permitted by the various authorities. The expression "other appropriate authorities" and the specific permission to adopt Government schemes cannot be ignored while interpreting the contract. If the intention of the parties was to prohibit redevelopment under any statutory scheme other than the Municipal Corporation, nothing prevented them from incorporating an express prohibition to that effect. No such restriction is found in the Development Agreement.

49. Clauses 18.1 and 18.2 also make the position clear. Under those clauses, the Society has conferred unrestricted rights upon the developer to prepare, amend, modify and revise plans and layouts and to obtain sanctions from the competent authorities. The developer has also been given unrestricted right to utilise the development potential and to carry out redevelopment in such manner as it may deem fit in accordance with sanctioned plans and approvals. Reading these clauses together, it becomes difficult to accept the submission that every modification in planning or every change in the route amounts to alteration of the Development Agreement.

50. Much emphasis was placed by the respondents upon the proposal relating to Permanent Transit Camp buildings and amalgamation of neighbouring plots. However, even these aspects appear to have been contemplated by the contractual provisions. The definition of Development Potential includes advantages arising from amalgamation of neighbouring plots and utilisation of every available development benefit under applicable law. Therefore, merely because the petitioner has adopted a redevelopment involving amalgamation or relocation of certain components permitted under law, it cannot be concluded that a new contract has come into existence.

51. The conduct of the parties after obtaining the Intimation of Approval also assumes importance. The material placed on record shows that after obtaining the approvals from the Slum Rehabilitation Authority, the petitioner circulated the approvals to the Society by communication dated 20 February 2026. The Society circulated the same amongst its members. Thereafter, a Special General Body Meeting was held on 26 February 2026 in which the redevelopment proposal, sanctioned plans and the questions raised by the members were discussed. It is also not disputed that thereafter forty two members executed declarations expressing their consent. No objection has been shown to have been raised after circulation of the Intimation of Approval on the ground that redevelopment through the Slum Rehabilitation Authority was impermissible. This conduct of the parties also weakens the respondents' submission.

52. Beyond making a submission that the nature of

redevelopment has changed, no material has been placed on record to demonstrate that the area of the permanent alternate accommodation of the members has been reduced or that any contractual benefit assured to the members under the Development Agreement stands withdrawn. Mere change in the statutory mechanism through which redevelopment is implemented is not sufficient stall redevelopment approved by majority of members, particularly when the contractual safeguards in favour of the members continue to remain intact.

53. Therefore, I am unable to accept the submission that redevelopment under Regulations 33(10) or 33(11), amalgamation of neighbouring plots or adoption of statutory benefits available under the Development Control and Promotion Regulations, 2034 amounts to breach of the Development Agreement. On the contrary, the clauses of the Development Agreement indicate that the parties conferred flexibility upon the petitioner to adopt such schemes and development benefits as may become available during execution of the project. Therefore, the contention that a fresh resolution of the Society and a registered addendum became mandatory merely because redevelopment is being implemented through the Slum Rehabilitation Authority deserves to be rejected. I therefore hold that this objection raised by the contesting respondents has no merit, at this stage.

54. Whether the redevelopment proposed falls within the four corners of the Development Agreement or whether it amounts to modification of the agreement is a matter which may require detailed examination of the contractual terms, surrounding

circumstances and evidence which may be led by the parties. Such exercise falls within the jurisdiction of the Arbitral Tribunal. At the present stage, this Court is only concerned with examining whether the existence of such contractual dispute is sufficient to deny interim protection.

Objection Regarding Non Execution of Permanent Alternate Accommodation Agreements Before Issuance of Vacation Notices:

55. Respondent No.13 has raised objection regarding execution of the Permanent Alternate Accommodation Agreement. According to respondent No.13, under the terms of the Development Agreement, execution of the Permanent Alternate Accommodation Agreement in favour of every member was a necessary condition before any notice calling upon the members to vacate their existing premises could be issued. It is therefore submitted that since no such Permanent Alternate Accommodation Agreement had been executed or registered in favour of the members at the relevant time, the petitioner had no right to issue the vacation notices and no direction for handing over possession can be granted by this Court. The petitioner has disputed the submission. It is pointed out that in the Affidavit in Rejoinder a statement has been made that the petitioner is ready and willing to execute the Permanent Alternate Accommodation Agreement in favour of every member before the respective member vacates his premises. According to the petitioner, the agreements could not be executed earlier because the Society had not completed the process of allotment of individual permanent alternate flats and several members were not cooperating in finalisation of that process. Respondent No.1

Society has informed the Court that notice was issued for convening a Special General Body Meeting for approving the draft Permanent Alternate Accommodation Agreements and for finalising allocation of the new flats. Copies of the proposed agreements were also circulated to the members.

56. After considering the rival submissions, I do not find substance in the objection raised by respondent No.13. The Development Agreement has to be read as one complete document and not by separating one clause from the remaining provisions. The object behind execution of the Permanent Alternate Accommodation Agreement is to secure the rights of every member before possession of the existing premises is parted with. It cannot be read in such manner so as to stop the redevelopment process when the material on record shows that the petitioner has expressed readiness to execute such agreements before each member hands over possession and the Society was in the process of finalising allotment of the flats.

57. It also cannot be ignored that execution of the Permanent Alternate Accommodation Agreement depends upon identification and allocation of the permanent alternate flat. If the allotment process was under completion and the Society had initiated the procedure for approval of the draft agreements, mere absence of executed agreements on the date when the petition came to be filed cannot render the redevelopment process illegal. The contractual obligations of both parties are reciprocal. The developer is required to execute the Permanent Alternate Accommodation Agreement and the members are expected to

cooperate in completion of the allotment process. One party cannot refuse cooperation and rely upon the delay as a defence. In my opinion, the apprehension expressed by respondent No.13 can be taken care of by directing that no individual member shall be required to hand over possession unless the petitioner first executes and registers the Permanent Alternate Accommodation Agreement in favour of such member in accordance with the Development Agreement and complies with its obligations regarding transit rent, hardship compensation and other contractual benefits. Once such protection is available, the objection raised by respondent No.13 does not survive.

58. Accordingly, I hold that the non-execution of the Permanent Alternate Accommodation Agreements does not invalidate the proceedings under Section 9 nor does it disentitle the petitioner from seeking interim relief. At the same time, the petitioner shall remain bound to execute and register the Permanent Alternate Accommodation Agreement in favour of every member before taking over possession of that member's premises. Subject to such compliance, the objection raised by respondent No.13 deserves to be rejected.

Objection Regarding Validity of the Minutes and Resolutions of the Special General Body Meeting:

59. Another submission which has been pressed is that the minutes of the Special General Body Meeting held on 26 February 2026 cannot be treated as a valid resolution of the Society. According to the contesting respondents, those minutes were

neither circulated in accordance with law nor confirmed in any subsequent General Body Meeting. Therefore, according to them, those minutes cannot amount to approval of the revised redevelopment proposal or acceptance of redevelopment through the Slum Rehabilitation Authority. The petitioner and respondent No.1 Society have disputed the above contention. According to them, the General Body was informed about the approvals obtained by the petitioner, the revised terms were discussed, transit rent was enhanced, and all doubts raised by the members were answered. Thereafter, majority members accepted the proposal and executed declarations expressing their consent to the redevelopment. Thus, according to the petitioner and the Society, the minutes reflect the decision taken by the members.

60. Whether the minutes satisfy procedural requirement prescribed under the Maharashtra Co-operative Societies Act and the bye-laws of the Society appears to be an issue falling within the jurisdiction of the competent authorities who examine validity of General Body proceedings. It is also not disputed that the respondents have challenged several General Body resolutions before the Co-operative Court and other authorities. Those proceedings are pending. Therefore, this Court may not be required to decide validity of those resolutions.

Objection Based on Pendency of Proceedings:

61. The respondents have relied upon pendency of proceedings before the Co-operative Court, the Deputy Registrar and the Divisional Joint Registrar. According to them, once those

proceedings are pending, this Court should not exercise powers under Section 9 till those authorities decide the disputes raised before them. They submit that grant of any interim relief may prejudice their rights in those proceedings. In my opinion, mere pendency of proceedings before another forum may not create a bar against exercise of powers under Section 9. Unless there is order restraining implementation of the Development Agreement or prohibiting continuation of redevelopment, pendency of proceedings may not determine the rights of the parties.

Objection Based on Internal Disputes Concerning Shareholding and Management of the Petitioner Company:

62. Respondent Nos.14 and 15 have relied upon disputes relating to the shareholding pattern and ownership of the petitioner company. According to them, because of those disputes, the Development Agreement becomes incapable of enforcement. They submit that unless those disputes are resolved, no relief should be granted in favour of the petitioner. The petitioner has opposed this submission by contending that disputes relating to the internal shareholding of the petitioner company have no connection with the arbitration agreement executed between the petitioner and respondent No.1 Society. It is submitted that no Court has passed any interim order restraining the petitioner from acting under the Development Agreement. Therefore, according to the petitioner, such disputes cannot prevent it from enforcing its contractual rights arising under the Development Agreement. Prima facie, disputes concerning ownership or internal management of the petitioner company appear to stand on a

different footing from the contractual obligations arising under the Development Agreement executed with respondent No.1 Society. Unless those proceedings result in restraint against the petitioner, it may not be possible to hold that the Development Agreement has become unenforceable merely because such proceedings are pending.

63. Thus, the objections raised by respondent Nos.8, 10, 11, 12, 13, 14 and 15 raise issues requiring examination by the competent forums before whom those disputes are pending or may be raised but are not sufficient to deny exercise of power by this Court under Section 9 of the Arbitration and Conciliation Act.

Objection Regarding Additional Flats, Waitlisted Members and Alleged Membership Rights:

64. Another objection has been raised by respondent Nos.19 and 21. According to them, apart from the flats which are subject matter of the present petition, they are owners or persons entitled in respect of certain additional flats situated in the Society building. It is their submission that those flats have not been considered while preparing the redevelopment proposal and therefore unless their rights in respect of those premises are protected, the redevelopment cannot be permitted to proceed. According to them, demolition of the existing building would prejudice their rights in additional premises and therefore the petitioner cannot seek any interim relief under Section 9. The petitioner as well as respondent No.1 Society have disputed the above contention. According to them, the claim made by

respondent Nos.19 and 21 does not relate to recognised flats forming part of the redevelopment. It is pointed out that the so called premises are small units of approximately 100 square feet. It is submitted that these units are lying vacant and are not occupied by respondent Nos.19 and 21. According to the petitioner, those units do not have doors, windows, water connection or electricity connection and cannot be treated as habitable flats. It is pointed out that photographs of these units were produced before the Court during the course of hearing. The petitioner has submitted that respondent Nos.19 and 21 have never been recognised by the Society as members in respect of those alleged additional units. According to the petitioner, the Development Agreement proceeds on the basis of recognised membership of the Society and records that claims of certain waitlisted members would remain separate and would be dealt with by the Society and at its own costs. It is therefore submitted that assuming respondent Nos.19 and 21 assert some rights in those additional units, such dispute is between them and the Society and cannot become a ground to stop the redevelopment.

65. I find substance in the submission advanced on behalf of the petitioner. The material placed on record indicates that the petition concerns enforcement of obligations arising under the Development Agreement executed between the petitioner and respondent No.1 Society. The dispute sought to be raised by respondent Nos.19 and 21 in respect of the additional units stands on different footing. That dispute is regarding recognition of their rights as members or owners in respect of those premises. Such

issue does not arise from the obligations undertaken by the petitioner under the Development Agreement. The Development Agreement assumes significance in this regard. Recital C read with the relevant recital dealing with waitlisted members records that certain claims regarding additional members or waitlisted persons exist and that such claims shall be dealt with by the Society at its own costs. Therefore, while executing the Development Agreement, the parties were conscious that disputes relating to those alleged members were existing and agreed that such disputes would remain outside the obligations undertaken by the developer. Once such arrangement has been incorporated in the Development Agreement, respondent Nos.19 and 21 cannot insist that those disputes must be decided before redevelopment can commence. The respondents have not placed any material before this Court showing that they are in settled possession of those additional units. On the contrary, the case of the petitioner and the Society is that possession of those units remained with the Society and that the alleged units are lying vacant. This factual position has not been displaced by any material placed before this Court. Even assuming rival claims exist regarding those premises, such disputed questions of possession, ownership and membership cannot be adjudicated in proceedings under Section 9 of the Arbitration and Conciliation Act.

66. Learned counsel appearing for respondent Nos.19 and 21 argued that unless those additional units are recognised for redevelopment, prejudice would be caused to them. I am unable to accept this submission. If respondent Nos.19 and 21 possess any

legal right in respect of those alleged units, such right is not extinguished merely because redevelopment proceeds. They remain free to establish their alleged entitlement before the competent authority or forum in accordance with law. If they succeed in establishing such rights, appropriate reliefs can be worked out against the Society in accordance with the adjudication. Therefore, mere pendency of dispute cannot operate as a bar against the redevelopment process.

67. It is important to note that respondent Nos.19 and 21 are recognised by the Society in respect of the flats forming part of the redevelopment. Their objection does not relate to those recognised flats. Their objection is regarding certain additional units. Thus they seek to utilise an independent membership dispute as a ground for preventing implementation of the Development Agreement in respect of other members of the Society. Such course cannot be permitted. A dispute relating to an individual's additional entitlement cannot be allowed to stall redevelopment which has been approved by the members of the Society.

68. The submission of the petitioner that these claims relate to waitlisted membership cannot be ignored. Whether respondent Nos.19 and 21 are entitled to recognition as members in respect of those units, whether share certificates have been issued, whether those units constitute flats and whether any enforceable right survives in their favour are all issues requiring detailed examination of the Society records, and other evidence. Such adjudication falls within the jurisdiction of the competent forum under the Maharashtra Co-operative Societies Act or any other

forum having jurisdiction. Those questions cannot be decided on affidavits filed in proceedings under Section 9.

69. For all these reasons, I am of the view that the objection raised by respondent Nos.19 and 21 regarding the exclusion of additional flats from the redevelopment has no merit so far as the present petition is concerned. The said dispute is a separate dispute relating to membership and alleged ownership. It does not affect the enforceability of the Development Agreement executed between the petitioner and respondent No.1 Society. Consequently, it cannot be permitted to obstruct the redevelopment process. Respondent Nos.19 and 21 will be at liberty to pursue their remedies before the competent forum in accordance with law.

Objection that All Persons Claiming Rights in Building A are Necessary Parties and that the Petition Suffers from Non Joinder:

70. The respondents have argued that even if the petition seeks relief against certain specified respondents, the effect of the order would be demolition of the entire Building 'A'. According to them, once the building is demolished, every person who is occupying any portion of that building, whether he is made a party or not, will be affected. It is therefore submitted that unless every person claiming any right in the building is before the Court and has been given an opportunity of hearing, no order permitting demolition should be passed. According to the respondents, passing such order in absence of affected persons may result in prejudice to persons who are not before the Court. The petitioner has argued that the present proceedings arise under Section 9 of the

Arbitration and Conciliation Act and the petitioner is seeking interim protection only against those members who are refusing to perform their obligations under the Development Agreement. According to the petitioner, every possible dispute relating to every occupant of the building cannot be brought within the scope of one petition under Section 9. It is submitted that if any person claims an independent right over any premises, such person is free to take recourse to the remedies available under law. Those independent disputes cannot become a ground to prevent implementation of the redevelopment approved by the Society.

71. After considering the rival submissions, I do not find merit in the objection raised by the respondents. It is true that demolition of a building affects every person who has a interest in that building. However, that principle cannot be stretched to mean that a redevelopment approved by the Society can not proceed unless every claimant asserting some right is brought before the Court in proceedings under Section 9. Such interpretation would make execution of redevelopment projects impossible because disputes of different nature concerning different persons may continue for years.

72. The petition is founded upon the obligations arising from the Development Agreement executed between the petitioner and respondent No.1 Society. The petitioner seeks enforcement of those obligations against the persons who are bound by the Development Agreement and whose refusal to vacate is obstructing the redevelopment. The scope of the present proceedings is confined to that relationship. It is not a

representative proceeding for deciding title, membership or possession of every person who may claim some interest in the building. It deserves to be noticed that law does not require that every dispute connected with the property must attain finality before redevelopment can commence. If such principle is accepted, even a doubtful claim raised by one person would be sufficient to stop the entire redevelopment for an indefinite period. Such consequence would defeat the object of collective redevelopment undertaken by a co-operative housing society. At the same time, it is true that the rights of persons who are not parties before the Court cannot be decided behind their back. However, the present proceedings do not decide any such rights. If any person, who is not a party to the petition, claims an independent title, membership or any other right in respect of any premises, such person remains free to establish those rights before the competent forum. Nothing in the present proceedings concludes such rights. Therefore, the apprehension that rights of third parties would stand defeated is without substance.

73. It is also important to notice that several respondents have stated that proceedings are pending before different forums regarding membership disputes, ownership claims and other issues. Those proceedings will continue on their own merits. Passing an order under Section 9 in the present petition does not amount to adjudication of those disputes. Therefore, no prejudice can be said to have been caused merely because those persons are not parties to the present proceedings.

74. The submission of the petitioner that only those respondents

who are obstructing redevelopment have been proceeded against needs to be accepted. Interim protection under Section 9 is granted according to the immediate dispute. The Court is not expected to enlarge the proceedings by directing the petitioner to implead every person who may have some claim over the property, particularly when those claims do not arise from the arbitration agreement. The respondents have not been able to show that existence of necessary party, without whose presence no effective order can be passed. A distinction has to be maintained between a person whose rights may be available and a person whose presence is necessary for deciding the dispute arising under the Development Agreement. The former may pursue his remedies separately. The latter becomes necessary for adjudication in proceedings under Section 9. In the present case, the respondents have failed to establish that claimant falls in the second category. For these reasons, I am unable to accept the submission that no order under Section 9 can be passed unless person claiming some right in Building 'A' is impleaded before this Court. The rights of non-parties are not adjudicated by the present order. They remain free to pursue their remedies in accordance with law. Those disputes cannot be permitted to obstruct redevelopment approved by the Society. The objection raised by the respondents is, therefore, rejected.

Objection Regarding Total Number of Members and Validity of Majority Approval:

75. Another objection pressed by respondent No.13 relates to the total number of members of respondent No.1 Society. According to

him, the Development Agreement wrongly proceeds on the basis that the Society has sixty-three members, whereas the order passed by the Deputy Registrar records that the Society consists of seventy-three members. Therefore, the basis on which majority support is claimed by the petitioner is incorrect. The petitioner and the Society have denied the above submission. According to them, the figure of sixty-three members refers to those members who are recognised under the Development Agreement for the redevelopment property. They submit that the remaining claims relate either to waitlisted members or to persons whose membership is disputed and whose rights have been kept open under the Development Agreement. Therefore, those disputed claims cannot be counted while determining majority support for redevelopment.

76. This Court is unable to accept the contention of respondent No.13 that merely because there is dispute regarding total number of members, it follows that the majority relied upon by petitioner becomes non-existent. The controversy is not only about numbers. Dispute is regarding status of certain persons who claim membership. Unless it is first decided that such persons are entitled to be treated as members, they cannot be added while calculating majority required for redevelopment. This issue regarding membership needs to be decided by authorities under the Maharashtra Co-operative Societies Act. Such proceedings are intended to examine whether persons are entitled to become members. These are questions requiring examination of records of the Society and other evidence. Such enquiry cannot be

undertaken in a petition under Section 9 where the Court exercises limited jurisdiction. The Development Agreement does not ignore existence of claims. On the contrary, it proceeds on basis of recognised members and at the same time keeps disputes relating to other claimants open for adjudication. Therefore, prima facie it cannot be said that petitioner has suppressed other claims. Whether those claims succeed or fail is a matter to be decided before the competent forum. Till such adjudication takes place, this Court cannot proceed on assumption that every claimant has acquired status of a member.

77. Even otherwise, the issue before this Court is not whether membership of Society is sixty-three or seventy-three. The limited question is whether existence of such dispute is sufficient to non-suit the petitioner. In my prima facie opinion, the answer has to be in the negative. A dispute regarding status of some members cannot render every resolution passed by the Society ineffective, nor can it destroy the relationship created under the Development Agreement. Unless the competent forum records a finding that the resolutions are invalid or that the composition of the Society stood different in law, this Court cannot proceed on assumption that majority approval never existed. For these reasons, I am not inclined to accept the submission of respondent No.13 that the petition must fail only because there is dispute regarding whether the Society consists of sixty-three or seventy-three members.

Objection Based on Earlier Development Agreement, Pending Commercial Suit and Alleged Rights of the Previous Developer

78. Respondent Nos.24, 25 and 26 have made submissions regarding the redevelopment agreement executed in favour of respondent No.24. According to them, respondent No.24 had entered into a Tripartite Agreement in the year 2006, had obtained sanctioned plans and thereafter filed Commercial Suit No.409 of 2017 after termination of that agreement. It is submitted that orders passed by the Commercial Court in those proceedings make all further steps taken by the petitioner subject to the final orders which may be passed in that suit. Therefore, according to them, the petitioner cannot claim unrestricted rights to proceed with redevelopment. The petitioner has not disputed that the Commercial Suit is pending. However, it is submitted that respondent No.24 has not obtained any injunction restraining either the Society or the petitioner from proceeding further. According to the petitioner, mere pendency of litigation without any prohibitory order does not stop exercise of rights arising under the present Development Agreement. Therefore, according to the petitioner, the Commercial Suit cannot defeat the present petition. In my opinion, prima facie, mere pendency of a Commercial Suit may not make every transaction entered into by the Society invalid unless there exists order operating against the parties.

79. A major part of the arguments advanced by respondent Nos.24, 25 and 26 concerns redevelopment under Regulation 33(11) of the Development Control and Promotion Regulations. According to them, the Development Agreement originally contemplated redevelopment through the Municipal Corporation and not through the Slum Rehabilitation Authority. They submit

that construction of Permanent Transit Camp buildings, shifting of those buildings under a clubbing scheme, amalgamation of adjoining plots and adoption of a different redevelopment model have materially altered the original project approved by the Society. According to them, what is now being implemented is not the same redevelopment which was earlier accepted.

80. Respondent Nos.20, 22 and 23 have adopted the submissions advanced on behalf of respondent Nos.19, 21, 24, 25 and 26. Similarly, respondent No.26 has adopted those submissions. Thus, the objections raised by respondent Nos.19 to 26 revolve around the effect of membership claims and the necessity of obtaining approvals. These issues require detailed examination. However, they are matters to be decided before the appropriate forum

Analysis of the Submissions of the Intervenor M/s. Saboo and Varun:

81. An Interim Application has also been filed by M/s. Saboo and Varun seeking intervention and impleadment in the present proceedings. According to the applicant, though the petitioner is seeking orders which may result into demolition of the entire Building 'A', the applicant has not been joined as a party even though it claims ownership over Flat Nos. A/804 and A/904 situated in the same building. It is submitted that if demolition is permitted, the rights claimed by the applicant in those two flats will also get affected. Therefore, according to the applicant, it is both a necessary as well as proper party and without hearing it no effective order should be passed. The applicant has submitted that

it was the original developer who had constructed Building 'A' and that the above two flats still continue to remain its unsold premises. It is also submitted that the applicant has continued to remain in possession of those flats, has been paying maintenance charges and other outgoings and since the year 2007 those premises have been given on leave and licence basis. According to the applicant, all these facts are within the knowledge of both the petitioner and respondent No.1 Society. The grievance made by the applicant is that no notice has been issued to it and no proceedings have been initiated against it. According to the applicant, while seeking an order which may permit demolition of the building, the petitioner has not disclosed the existence of the applicant's rights in the aforesaid two flats. Therefore, according to the applicant, the petition suffers from non-joinder of necessary parties and on that ground also the reliefs claimed by the petitioner deserve to be refused.

82. According to the petitioner, the present petition is filed against those persons whose refusal to vacate is creating obstruction in implementation of the redevelopment project. It is submitted that the present proceedings are not intended to decide every dispute relating to every premises situated in the building. According to the petitioner, merely because some claims are raised in respect of certain flats, the same cannot defeat a petition seeking interim protection against persons who are bound by the Development Agreement and who are to be acting contrary to its terms.

83. In my prima facie opinion, mere assertion by the applicant that it has rights in two flats does not lead to the conclusion that the entire petition under Section 9 becomes not maintainable. If the applicant is able to establish rights in those premises, such rights cannot be defeated because redevelopment is undertaken. Redevelopment does not extinguish ownership rights. Whatever rights the applicant may establish before the competent forum would continue to remain available in accordance with law. Therefore, merely because this Court proceeds to consider the present petition, it does not follow that the applicant loses any remedy available to it.

84. The argument that the petition is liable to be dismissed for non-joinder of the applicant cannot be accepted. The petitioner has sought reliefs against specified respondents who, according to it, are obstructing redevelopment and whose occupation is covered by the present dispute. The applicant is not a party to the Development Agreement. It also does not claim that it executed the Development Agreement or agreed to the arbitration clause contained therein. Its claim is founded upon an independent source. Therefore, the controversy raised by the applicant is different from the dispute presently raised between the petitioner and respondent No.1 Society. In this regard, the distinction recognised by this Court in redevelopment matters deserves notice. Where a person is a stranger to the arbitration agreement and asserts title, such claim cannot be adjudicated in proceedings under Section 9. Such independent claim does not render every petition under Section 9 not maintainable. The Court is required to

examine whether effective interim relief can be granted against parties to the arbitration agreement while leaving the independent claims of third parties to be decided before the appropriate forum. In the facts of the present case, the applicant has not demonstrated that any relief is claimed in the petition against Flat Nos. A/804 and A/904. The apprehension expressed by the applicant is that demolition of the building may incidentally affect the rights. Such apprehension cannot justify dismissal of the entire petition. At the highest, it requires that whatever rights are claimed by the applicant shall abide by the decision of the competent forum. Therefore, I am unable to accept the submission that the petition deserves to fail merely because M/s. Saboo and Varun claims rights in Flat Nos. A/804 and A/904.

Objection that the Existing Building Does Not Require Redevelopment:

85. The applicant has submitted that Building 'A' is sound, is less than thirty years old and does not require demolition. According to the applicant, the cement concrete structure has been maintained over the years and therefore there is no necessity for redevelopment. On that basis it is submitted that the foundation of the redevelopment proposal is doubtful. The petitioner has disputed the above submission and has relied upon the resolutions passed by the Society approving redevelopment. Respondent No.1 Society has also submitted that with passage of time the buildings have deteriorated and the members have taken a decision to undertake redevelopment after considering all aspects. According to the Society, once the General Body has resolved to redevelop the

property, individual opinions regarding the condition of the building cannot override the decision taken by the majority.

86. The above submissions show that differences exist between the parties regarding the necessity of redevelopment. However, whether redevelopment is beneficial, whether reconstruction should be undertaken or whether the building should continue are matters which fall within the domain of the General Body of the Society. Unless the decisions taken by the General Body are set aside by a competent forum, those decisions continue to operate and cannot be ignored merely because some members hold a different opinion.

Consolidated Conclusion on the Effect of the Above Objections in Proceedings Under Section 9:

87. Thus, upon overall consideration of the submissions advanced by the intervenor as well as the remaining respondents, it becomes clear that several disputes continue to survive between the parties. Some disputes relate to membership. Some concern validity of resolutions. Others involve interpretation of clauses and legal consequences arising from proceedings pending before different forums. All these disputes require adjudication by the competent forums before whom they are pending or before whom they may be instituted.

88. Having considered the matter in its entirety, this Court is satisfied that the objections raised by the contesting respondents relate to disputes which are required to be adjudicated before the competent authorities, the Civil Court or the Arbitral Tribunal.

Those disputes cannot receive final adjudication in proceedings under Section 9. Their pendency is not sufficient to dismiss the present petition. The conclusion of this Court does not proceed on the footing that every contention raised by the respondents is incorrect. The conclusion is based upon the overall assessment that the objections urged lie outside the limited jurisdiction exercised by this Court under Section 9 and that all such issues remain open for adjudication before the forums competent to decide them. The present proceedings are restricted to consideration of interim protection in aid of arbitration and cannot be converted into proceedings deciding every dispute relating to the redevelopment project.

89. In view of the foregoing discussion, and upon overall assessment of the material record, the following order is passed:

- (i) The Arbitration Petition is partly allowed;
- (ii) Pending commencement and conclusion of the arbitral proceedings arising out of the Development Agreement dated 26 December 2023, respondent Nos.2 to 26 are directed to hand over vacant and peaceful possession of Flat Nos. B/3, B/8, B/11, B/13, B/19, B/20, B/36, A/303, A/404, A/502, A/503, A/601, A/701, A/702, A/703, A/704, A/801, A/802, A/803, A/1002 and A/1003 situated in respondent No.1 Society at Somnath Lane, Off Hill Road, Bandra (West), Mumbai 400050, to the petitioner within a period of four weeks from date of compliance of clause (iii) and (vi) below by the petitioner;

(iii) Before seeking possession from any individual respondent, the petitioner shall execute and register the Permanent Alternate Accommodation Agreement in favour of such respondent/member in accordance with the Development Agreement. The petitioner shall also pay or secure payment of transit rent, hardship compensation and every other monetary benefit payable under the Development Agreement up to the date of handing over possession;

(iv) In the event any respondent fails to hand over possession within the period stipulated above, the Court Receiver, High Court, Bombay, is appointed Receiver in respect of the aforesaid premises with all powers under Order XL of the Code of Civil Procedure;

(v) The Court Receiver shall first issue a notice of seven days to the defaulting respondent calling upon such respondent to hand over possession;

(vi) If possession is still not handed over, the Court Receiver shall be entitled to take physical possession of the concerned premises, with police assistance if necessary, including by breaking open the locks, and thereafter hand over possession to the petitioner for the purpose of redevelopment;

(vii) If any respondent refuses or fails to execute the Permanent Alternate Accommodation Agreement after the petitioner has complied with all contractual requirements and has tendered the agreement for execution, the Court

Receiver is authorised to execute and register the Permanent Alternate Accommodation Agreement on behalf of such defaulting respondent, so as to give effect to the Development Agreement;

(viii) The petitioner is permitted to deposit with the Court Receiver the transit rent, hardship compensation and other monetary benefits payable to any respondent who refuses to accept the same or whose entitlement is under dispute. Such deposit shall constitute sufficient compliance with the petitioner's obligation to tender those payments, subject to final adjustment in accordance with the arbitral award or any competent proceedings;

(ix) Upon completion of redevelopment, the petitioner shall hand over possession of the redeveloped permanent alternate accommodation of the defaulting respondents to the Court Receiver, who shall deliver possession to the persons found entitled thereto in accordance with the Development Agreement and subject to the outcome of any pending proceedings concerning membership, title or entitlement;

(x) Pending delivery of actual possession as per clauses (ii) or (iv), respondent Nos.2 to 26, their servants, agents and persons claiming through them are restrained from creating any third party rights, transferring, alienating, encumbering, parting with possession of, or otherwise dealing with the aforesaid existing flats or the corresponding permanent

alternate accommodation to be allotted in lieu thereof in a manner prejudicial to the rights created under the Development Agreement;

(xi) It is clarified that the disputes relating to validity of the resolutions of the Society, legality of the Managing Committee, membership disputes, waitlisted members, ownership of additional flats, proceedings pending before the Co-operative Court, Deputy Registrar, Divisional Joint Registrar, Commercial Court or any other competent forum, and every other independent dispute raised by the contesting respondents are expressly kept open. None of the observations contained in this judgment shall be construed as deciding those disputes on merits;

(xii) It is further clarified that all findings recorded in this judgment are prima facie and confined to adjudication of the present petition under Section 9 of the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal and every other competent forum shall decide the disputes independently and without being influenced by any observations made herein;

(xiii) The petitioner shall invoke arbitration within ninety days from the date of this order;

(xiv) There shall be no order as to costs.

(xv) All pending Interim Applications, if any, stand disposed of.

(AMIT BORKAR, J.)