

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

ARBITRATION APPEAL NO. 8 OF 2015

Shri Dilip Appasaheb Dhamal .. Appellant
Vs.
The Chairman, Kolhapur Sahkari
Dudh Utpadak Sangh Ltd. & Anr. .. Respondents

Mr. K.P. Tiwari, for the Appellant.
Mr. Y.S. Jahagirdar, Senior Advocate a/w Mr. A.B. Borkar for the Respondents.

**CORAM : A.A. SAYED, J.
DATED : 5 MARCH, 2015**

P.C.

1) Rightly or wrongly the Agreement of Distributorship between the Appellant and the Respondents has been terminated by the Respondents. The learned Trial Judge relying upon Sections 14 and 41 of the Specific Relief Act, has rightly come to the conclusion that no mandatory injunction can be granted in an Agreement of this nature to specifically enforce the Agreement. The Appellant can very well be compensated in terms of money if a case is made out in appropriate proceedings.

2) In these circumstances, I find no fault in the impugned order of the Trial Court. The impugned order is unexceptionable.

- 3) The Arbitration Appeal is dismissed. No costs.
- 4) A request is made on behalf of the Appellant to continue the ad-interim order dated 25.02.2015 of the Trial Court which is continued till today. The prayer is vehemently opposed. It is submitted on behalf of the Respondents that the Appellant himself has terminated the employment of some of his employees involved in the incident and some of the employees of the Respondents have also been removed from service by the Respondents. It is submitted that in these circumstances, it would not be appropriate that the Appellant be continued to be the Distributor, as the Agreement stands terminated.
- 5) Having considered the contentions of both sides, I am not inclined to continue ad-interim order of the Trial Court which would in effect mean revival of the Agreement which admittedly stands terminated. The prayer for continuation of ad-interim order of the Trial Court shall stand refused.

(A.A. SAYED, J.)