

directions in the matter.

(iv) The parties shall on 23rd February, 2015 prepare a joint inventory of the material lying in the warehouse of the Defendant in the presence of Mr. Rohan Patil, representative of the Court Receiver and thereafter, hand over the said material to the Plaintiff.

(v) The Plaintiff shall also provide Bank guarantee of a nationalized bank in the sum of Rs.1 Crore in favour of the Defendant initially for a period of one year and shall renew the same from time to time, till final orders are passed in the Arbitration proceedings.

(vi) The Defendant shall be at liberty to file its Counter Claim before the learned Arbitrator.

(vii) The parties shall also be at liberty to move the learned Arbitrator seeking appropriate reliefs under Section 17 of the Act, which Application shall be decided by the learned Arbitrator on its own merits.

(viii) All contentions of the parties are kept open.

(ix) The venue of the arbitration shall be at Mumbai.

(x) The above Suit as well as Notice of Motion accordingly stand disposed of. Refund of Court Fees, if any, as per rules.

(S.J.KATHAWALLA, J.)