

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDCITION**

ARBITRATION PETITION NO.611 OF 2015

Mr. Sanjay M. Jadhav.

...Petitioner.

vs.

Mr. Moobarak Vaid Patel.

...Respondent.

Mr. Anand Mishra i/by A.M.Sarogi for the petitioner.

Ms. Ivy Jacob Tauro for the Respondent.

Mrs. R.S. Gulekar, Section officer, Representative of Court Receiver
present in court.

CORAM : K.R. SHRIRAM, J.

DATE : JUNE 10, 2015

PC:

By an order dated 18th March,2015, this Court was pleased to pass an order of ad interim relief in respect of the property bearing Plot No.28, Sector 28, Vashi, Navi Mumbai as described in prayer clause (a) of the petition. The application is for protection of the suit property post award. The award requires the respondent to pay a sum of Rs.1.50. crores with interest thereon at 12% per annum with effect from 17th November 2013 within a period of one month from the date of passing of the award. The award also provides that in case the respondent fails to pay the amount within stipulated time, the respondent shall handover peaceful and vacant possession of the premises situated at Plot No.28, Sector 28, Vashi, Navi Mumbai admeasuring 300 sq. meters consisting of 299.93 sq. meters built up area plus 52.55 sq. meters

balcony (The word “balcony” should be read as “building” as per the order of this Court) consisting of ground plus three upper floors (the said premises) and transfer the said premises in the name of the petitioner.

2) Admittedly, the amount awarded has not been paid by the respondent. This court was pleased to appoint Court Receiver of the said property by way of ad interim relief and Court Receiver was directed to take only formal possession of the suit property and not to disturb the possession of the respondent. The Court Receiver has taken formal possession. The respondent was two weeks granted time to file reply which expired on or about 1st April, 2015.

3) Though served, the respondent has not filed any reply. The counsel for the respondent also states today that the respondent is not in a position to pay the amount as awarded by the Arbitrator. Therefore, in my view, the petition has to be allowed.

4) The petition is made absolute and disposed of in terms of prayer clause (a) and (b) which reads as under:

a) that pending the hearing and final disposal of the execution proceedings to be taken out by the petitioner, the respondent be restrained by an order and injunction of this Hon'ble Court from in any manner creating any third party rights and/or

parting with possession in respect of the property being the property situated at Plot No.28, Sector 28, Vashi, Navi Mumbai admeasuring 300 sq. mtrs. consisting of admeasuring 299.93 sq. mtrs. built up area plus 52.55 sq. mtrs. Balcony consisting of ground plus three upper floors constructed thereon.

(b) that pending the hearing and final disposal of the execution proceedings to be filed by the petitioner, the Court Receiver, High Court, Bombay be appointed as Receiver in respect of the property being the property situated at Plot No.28, Sector 28, Vashi, Navi Mumbai, admeasuring 300 sq. mtrs. consisting of admeasuring 299.93 sq. mtrs. Built up area plus 52.44 sq. mtrs. balcony consisting of ground plus three upper floors constructed thereon with a direction to appoint the petitioner and /or the respondent as his agent on such terms as this Hon'ble Court may deem fit and proper.

(K.R. SHRIRAM, J.)