

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

ARBITRATION PETITION NO.1589 OF 2014

M/s. Case New Holland Construction Equipment
(India) Pvt. Ltd. ... Petitioner
versus
M/s. Rabin Singha Heavy Earth Movers
Company Pvt. Ltd. and Ors. ... Respondents

Ms. S.I.Joshi i/by M/s. S.I.Joshi and Co., for Petitioner.
Mr. A.V.Joshi, for Respondent No.4.
Mr. Vivek Menon with Mr. Rahul R. Bothra i/by M/s. D.H.Law Associates, for
Respondent No.8.

CORAM: S.J. KATHAWALLA, J.

DATED: 10th MARCH, 2015

PC.

1. The learned Advocate for Respondent No.8 states that an amount of Rs.4,10,642/- is due and payable by the Respondent No.8 to the Respondent No.1. The said amount has been retained by the Respondent No.8 since according to them, the Respondent No.1 has not complied with the work in accordance with the contract with Respondent No.8.

2. The learned Advocate for the Respondent No.4 has filed an Affidavit stating that the Respondent is holding an amount of Rs.1,04,87,407/- deposited with them by the Respondent No. 1 towards security deposit and they have also retained a sum of Rs.1,13,07,486/- payable to the Respondent No. 1.

3. The Respondent Nos.4 and 8 are directed not to make any payments to the Respondent No.1 without seeking prior permission of this Court.

4. The Respondent No. 1 is not present before the Court despite service. The Petitioner is therefore granted reliefs in terms of prayer clauses (a), (g) and (h) of the above Petition, which are reproduced hereunder :

(a) pending the hearing and final disposal of the arbitration proceedings or at any time after the making of the Arbitral Award but before it is enforced in accordance with Section 36 of the Arbitration and Conciliation Act, 1996, the Respondents and their respective servants and agents be restrained by an order of injunction of this Hon'ble Court in any manner from parting with possession, creating third party rights, alienating and/or encumbering with the properties as described in Exhibit G to the Petition;

(g) Pending the hearing and final disposal of the Arbitrary proceedings or at any time after making the Arbitral Award but before it is enforced in accordance with Section 36 of the Arbitration and Conciliation Act, 1996, the Respondent No.1 be directed to hand over all the unused stationery, advertisement materials, invoices, books and other literatures representing the Respondent No.1 as an authorized dealer of the Petitioners;

(h) Pending the hearing and final disposal of the arbitration proceedings or at any time after making the

Arbitral Award but before it is enforced in accordance with Section 36 of the Arbitration and Conciliation Act, 1996, the Respondent No.1 may be ordered and directed by this Hon'ble Court to discontinue displaying of the Petitioners' Signs or Sign Boards or trade-marks or logos or any resemblance thereof at any of their offices/workshops or premises and further by an order of this Hon'ble Court restrain the Respondent No.1 from representing themselves as authorized dealers of the Petitioners;

5. The order passed by this Court directing Respondent Nos.2 to 8 not to make any payments due to Respondent No.1 shall continue until further orders.
6. A copy of this order shall be forthwith served on the Respondents by Registered Post A.D.
7. The Arbitration Petition is accordingly disposed of.

(S.J.KATHAWALLA, J.)