

IN THE HIGH COURT OF BOMBAY AT GOA
CIVIL APPLICATION (REVIEW) NO. 18 OF 2016
IN
WRIT PETITION NO.539/2015

SHRI LUIS CAETANO GUILHERME E MELO
@ WELLINGTON D'MELO.

... Applicant

Versus

THE STATE OF GOA, THROUGH CHIEF
SECRETARY, REP. BY STATE
REGISTRAR-CUM-HEAD OF NOTARY
SERVICES.

... Respondent

Shri R.G. Ramani, Advocate for the Applicant.

Ms. Priyanka Kamat, Additional Government Advocate for the
Respondent.

CORAM:- C.V. BHADANG, J.

DATE:- 9th DECEMBER, 2016.

P.C:

On hearing the learned Counsel for the applicant and the
learned Additional Government Advocate for the respondent, for
some time, I do not find that any case for review is made out. The
judgment of this Court in the case of **Vastu Finvest & Holdings
Pvt. Ltd. Vs. Gujarat Lease Financing Ltd., 2001(2) ALL MR 322**
and the decision of the Supreme Court in the case of **State of
Maharashtra Vs. Hindustan Construction Company Limited,
(2010) 4 SCC 518**, have been considered by this Court while
deciding Writ Petition No. 539/2015.

2. On behalf of the applicant, strong reliance is placed on the decision in the case of **Vastu Finvest & Holdings Pvt. Ltd.** (supra) and it is contended that the argument that the case of **Vastu Finvest & Holdings Pvt. Ltd.** (supra) does not lay down the correct law and has not been accepted by the Hon'ble Supreme Court in the case of **Hindustan Construction Company Limited** (supra). It is thus submitted that in similar circumstances, in the case of **Vastu Finvest & Holdings Pvt. Ltd.** (supra), the amendment was not allowed by the learned Single Judge, which order was confirmed by the Division Bench.

3. In the case of **Vastu Finvest & Holdings Pvt. Ltd.** (supra), the landlord was challenging the grant of amendment on the ground of public policy namely, the Rent Control Legislation being in favour of the tenant. One of the reasons in the case of **Vastu Finvest & Holdings Pvt. Ltd.** (supra) for upholding the refusal of the amendment was that, such a plea could not be raised on behalf of the landlord.

4. Furthermore, in para 32 of the judgment in the case of **Hindustan Construction Company Limited** (supra), the Hon'ble Apex Court has held that the decision in the case of **Vastu Finvest & Holdings Pvt. Ltd.** (supra), cannot be read as laying down an

absolute rule that in no case an amendment in the application for setting aside the arbitral award can be allowed after expiry of period of limitation provided in the Arbitration and Conciliation Act, 1996. This Court while deciding Writ Petition No. 539/2015 has found that under Section 34(2)(b) of the Arbitration Act, the Court can examine any such ground. While upholding the ground of amendment, the question whether the amendment would relate back to the filing of the Arbitration Petition, has been left open.

5. Thus, in my considered view, the impugned order does not show any error apparent on the face of the record so as to warrant interference. However, in the facts and circumstances of the case, I find that it would be appropriate, if the arbitration petition, which is pending before the learned District Court from the year 2009, being Civil Miscellaneous Application No. 187/2009 (old)/Arbitration Petition No. 21/2012 (new), is decided expeditiously.

6. In such circumstances, the review petition is dismissed, with no order as to costs. The learned District Judge shall decide the arbitration petition as expeditiously as possible and preferably, within a period of three months from the receipt of this order. Parties to co-operate for time bound disposal of the matter.

C.V. BHADANG, J.

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