

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION (L) NO.553 OF 2016

Jayant B. Soni ... Petitioner
versus
Akshaykumar Kanaiyalal Sheth and Anr. ... Respondents

Mr. D.D.Madon, Senior Advocate i/by Mr.Nimesh Bhatt, for Petitioner.
Mr. Chirag Mody i/by Ms. Manisha Bhatia, for Respondents.

CORAM: S.J. KATHAWALLA, J.

DATE: 29th APRIL, 2016

P.C.:

1. By an order dated 28th April, 2016, this Court had proposed the name of Dr.B.B.Saraf, Advocate, to act as an Arbitrator to decide the disputes between the parties arising out of the Memorandum of Understanding dated 16th March, 2010. However, Dr. Saraf expressed his inability to act as an Arbitrator in the above matter. In view thereof, the learned Advocates for the parties have informed the Court that the Court may appoint any Advocate as the sole Arbitrator to decide the disputes between the parties. Mr. J.P.Avasia, Advocate is appointed as Sole Arbitrator to decide the disputes between the parties arising out of the Memorandum of Understanding dated 16th March, 2010. The disclosure submitted by Mr. J.P.Avasia, Advocate under Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996 is taken on record.

2. The parties shall appear before the learned Arbitrator on 03-05-2016 at

5.00 p.m. and obtain necessary directions.

3. The present Application shall be treated by the learned Arbitrator as an Application under Section 17 of the Act and the learned Arbitrator shall hear the Application for ad-interim reliefs and decide the same on merits. The parties agree that in view of the decision of the Division Bench of this Court dated 2nd April, 2016 in Appeal (L) No. 96 of 2016 in Arbitration Petition No. 1279 of 2015 in the case of M/s. Universal Enterprises V/s. Deluxe Laboratories Pvt. Ltd., the Arbitrator may proceed to grant ad-interim reliefs despite the contention raised by the Respondents that the Memorandum of Understanding is unstamped/unregistered.

4. Except for this, all contentions of the parties are kept open.

5. The venue of the Arbitration shall be at Mumbai.

6. The cost of Arbitration shall be borne by the parties equally.

7. The Arbitration Petition is accordingly disposed of.

(S.J.KATHAWALLA, J.)