

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

COMMERCIAL ARBITRATION PETITION NO.28 OF 2016

HDC India Pvt. Ltd.	...	Petitioner
and		
East and West Builders and Ors.	...	Respondents

Mr. Zal Andhyarujina with Mr. Nitesh Jain, Ms. Juhi Mathur, Mr. Saurab Saraogi i/by Mr. Ameya Gokhale C/o Shardul Amarchand Mangaldas and Co., for Petitioner.
Mr. Mayur Khandeparkar with Mr. Rakesh Pandey, ms. Tamsin Monis i/by M/s. ALJ and Partners, for Respondent Nos.1 to 3.
Mr. Anubhav Anil Agarwal, Respondent No.3 present.

CORAM: S.J. KATHAWALLA, J.

DATE: 26th JULY, 2016

P.C.:

1. Heard the learned Advocates appearing for the parties and Mr. Abhinav Agarwal, Respondent No.3, who is present in Court. By consent, the following order is passed :

(i) Mr. Salil Shah, Advocate is appointed as the sole Arbitrator to decide the disputes between the parties arising out of the General Conditions of Contract dated 24-01-2014.

(ii) The disclosure of Mr. Salil Shah, Advocate under Section 11 (8) read with Section 12 (1) of Arbitration and Conciliation Act, 1996 is taken on record.

(iii) The parties shall appear before the learned Arbitrator in his chambers, on 29th July 2016 at 5.30 p.m. and obtain necessary directions.

(iv) In the meantime, Mr. Anubhav Agarwal, undertakes that he shall not sell, alienate, encumber, part with possession and/or create third party rights in respect of flats at RNA Metropolis, Sewree being Nos. (i) 1303, A Wing, 13th Floor, 2 BHK, (ii) 1303, B Wing, 13th Floor, 2 BHK, (iii) 1403, A Wing, 14th Floor, 2 BHK, (iv) 1304, B Wing, 13th Floor, 2 BHK, and (v) 1304, C Wing, 13th Floor, 2 BHK (each flat consists of 81.16 sq.mtrs., carpet area), which are delineated in red on the plans sanctioned by the Municipal Corporation, which is taken on record and marked 'X' for identification. The undertaking is accepted.

(v) Pending arbitration proceedings and passing of the Award, the Bank guarantee provided by the Petitioner to the Respondents shall not be invoked.

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

(vii) The cost of arbitration shall initially be borne by the parties equally.

(viii) The venue of Arbitration shall be at Mumbai.

(ix) In view of this order, the above Arbitration Petition is disposed of.

(S.J.KATHAWALLA, J.)