

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

**ARBITRATION PETITION NO. 1774 OF 2015**

|                                            |                       |
|--------------------------------------------|-----------------------|
| <b>Pallazzio Hotels &amp; Leisure Ltd.</b> | <b>... Petitioner</b> |
| <b>V/s.</b>                                |                       |
| <b>Carzonrent (India) Pvt. Ltd.</b>        | <b>... Respondent</b> |

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Dr. Birendra Saraf a/w Ms. Kirtida Chandarana i/b M. J. Humranwala  
for the petitioner.  
Mr. Vineet Naik, Senior Counsel a/w Mr. Mahesh Londhe i/b Sanjay  
Udeshi & Co. for the respondent.

**WITH**

**ARBITRATION PETITION NO. 1819 OF 2015**

|                                            |                       |
|--------------------------------------------|-----------------------|
| <b>Carzonrent (India) Pvt. Ltd.</b>        | <b>... Petitioner</b> |
| <b>V/s.</b>                                |                       |
| <b>Pallazzio Hotels &amp; Leisure Ltd.</b> | <b>... Respondent</b> |

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Mr. Vineet Naik, Senior Counsel a/w Mr. Mahesh Londhe i/b Sanjay  
Udeshi & Co. for the petitioner.  
Dr. Birendra Saraf a/w Ms. Kirtida Chandarana i/b M. J. Humranwala  
for the respondent.

**CORAM : K. K. TATED, J.**  
**DATED : 28/01/2016**

**PC.:**

. Heard.

2 By consent of both the parties, matters are disposed of in  
following terms without giving the reasons.

1. The Petitioner in Arbitration Petition No. 1774 of 2015 Pallazzio Hotels & Leisure Limited directed to deposit a sum of Rs.1,74,00,000/- (Rs. One Crore Seventy Four Lacs only) in the office of the Prothonotary & Senior Master within three weeks from today.
2. The Respondent Carzonrent (India) Private Limited is entitled to withdraw said amount by furnishing solvent security to the satisfaction of the Prothonotary & Senior Master within four weeks from the date of deposit.
3. If amount is not withdrawn within stipulated time as stated hereinabove, the Prothonotary & Senior Master is directed to invest the said amount in a fixed deposit account of any Nationalized Bank, initially for a period of one year and same shall be renewed from time to time till further order.
4. The Respondent Carzonrent (India) Private Limited is restrained from disturbing the possession and enjoyment of six cars of Petitioner Pallazzio Hotels & Leisure Limited as described in Exh.A in Arbitration Petition No. 1774 of 2015, which reads thus:

| Sr. No. | Car No.      | Make and Type                 |
|---------|--------------|-------------------------------|
| 1       | MH-02-CR-443 | Mercedes Benz S Class 350 CDI |
| 2       | MH-02-CR-451 | Mercedes Benz S Class 350 CDI |
| 3       | MH-02-CR-452 | Mercedes Benz S Class 350 CDI |
| 4       | MH-02-CR-453 | Mercedes Benz S Class 350 CDI |

|   |              |                               |
|---|--------------|-------------------------------|
| 5 | MH-02-CR-454 | Mercedes Benz S Class 350 CDI |
| 6 | MH-02-CR-455 | Mercedes Benz S Class 350 CDI |

5. The Petitioner Pallazzio Hotels & Leisure Limited undertakes to deposit the monthly rent of these six cars in the office of the Prothonotary & Senior Master as per agreement dated 16.11.2012.
6. Rent to be deposited in the office of the Prothonotary & Senior Master on or before 10<sup>th</sup> of each subsequent month. First payment of monthly rent on or before 10.02.2016.
7. If rent is deposited within stipulated time as stated hereinabove, office of the Prothonotary & Senior Master is directed to invest the rent amount in a fixed deposit account of any Nationalized Bank, initially for a period of one year and same shall be renewed from time to time till further orders.
8. The Respondent Carzonrent (India) Private Limited undertakes to renew the insurance policy within a period of five days from today and handover the renewed copy of insurance policy to the Petitioner Pallazzio Hotels & Leisure Limited and Respondent will keep renewal of the same till the disposal of the matters before the Arbitratl Tribunal.
9. The Petitioner Pallazzio Hotels & Leisure Limited is restrained from getting the said cars serviced or repaired

from any unauthorised service centers or from local mechanics.

10. The Petitioner Pallazzio Hotels & Leisure Limited is restrained from tempering with the said cars and stickers containing brand name of the Respondent affixed by on the said cars.
11. Both the parties are restrained from creating third party right, title and interest in respect of these cars.
12. It is made clear that Petitioner Pallazzio Hotels & Leisure Limited is entitled to use those cars till further orders.
13. If the Petitioner Pallazzio Hotels & Leisure Limited failed to deposit the amount of Rs.1,74,00,000/- within stipulated time as stated hereinabove, the Arbitration Petition No. 1774 of 2015 shall stands dismissed without referring back to the court. In that case, liberty granted to the Respondent to move in their Arbitration Petition No. 1819 of 2015 for appropriate reliefs.
14. By consent of both the parties, Counsel Mr. Naushad Engineer is appointed as Arbitrator to dissolve the dispute of both the parties. To that effect both the parties have given in writing on Farad of Arbitration Petition No. 1819 of 2015. Same is accepted.

15. Office of the Prothonotary & Senior Master is directed to inform the concerned Arbitrator about his appointment.
16. With these directions, both the Arbitration Petitions stand disposed of.

**(K.K.TATED, J.)**