

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

ARBITRATION PETITION NO. 1789 OF 2015

M/s Kumar Urban Development Pvt. Ltd. ... Petitioner

V/s.

The General Manager

... Respondent

Mr. Pravin Samdani Senior Advocate a/w Mr. Parag Sharma i/b
Udwadia and Co. for the petitioner.

Mr. T. J. Pandian a/w Ms. Sangeeta Yadav for the Respondents.

CORAM : K. K. TATED, J.

DATED : 24/02/2016

P.C.:

Heard learned senior counsel for petitioner and respondent.

2) Learned counsel for the petitioner submits that at present they are pressing order in terms of prayer clause (b) only with liberty to take appropriate steps for remaining relief before Arbitrator under section 17 of Arbitration and Conciliation Act, 1996.

3) On the other hand, learned counsel appearing on behalf of respondent submits that they have no objection, if petition made absolute in terms of prayer clause (b). To that effect, he has given in writing on farad and same is taken on record and marked as article 'X' for the purpose of identification. Learned counsel for the respondent submits that they have no objection to appoint Arbitrator as per clause 16 agreement to develop dated 11/10/2002. Same is accepted.

4) Hence, by consent, without giving any reasons, petition stands disposed in terms of prayer clause (b) and statement made by learned counsel for respondent. Prayer clause (b) reads thus.

“(b) That pending the commencement and culmination of the Arbitration proceedings and nomination of an Arbitrator and the pending and passing of the award, the Respondent be restrained by an order and injunction of this Hon'ble court from encashing the Bank Guarantees bearing reference (i) No. Bank Guarantee No. 0896509 issued by the Petitioners on 18th February 2009 and valid till 17th February 2014 for an amount of Rs. 1,06,17,750/- (Rs. One Crore Six Lakhs Seventeen Thousand Seven Hundred and Fifty only) was further extended to 17th February, 2015 and has now been extended for a further period upto 17th February 2016 as also the (ii) Bank Guarantee No. 0896509BG0000033 issued by us on 13th January, 2009 and renewed till 12th January, 2014 for an amount of INR 3,18,53,250/- was further extended to 12 January 2015 and has now been extended for further period up to 12th January 2016 in respect of the 3rd, 4th and 5th installments given in pursuance of the agreement for development dated 11/10/2002 and extended from time to time.”

- 5) Liberty granted to the petitioner to move before Arbitrator under section 17 of the Arbitration and Conciliation Act, 1996 for remaining prayers. Arbitrator to decide that application on its own merits.
- 6) All contentions of both parties are kept open.

(K.K.TATED, J.)