

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**APPEAL FROM ORDER NO. 412 OF 2017
WITH
CIVIL APPLICATION NO. 534 OF 2017**

**Wind World (India) Limited ... Appellant/Applicant.
V/s.**

**Star Flexi Pack Industries, through
its partner Shri. Sanjay D. Ghodawat ... Respondent**

**WITH
APPEAL FROM ORDER NO. 416 OF 2017
WITH
CIVIL APPLICATION NO. 538 OF 2017**

**Wind World (India) Limited ... Appellant/Applicant.
V/s.**

Ghodawat Realty Pvt. Ltd. ... Respondent

**WITH
APPEAL FROM ORDER NO. 415 OF 2017
WITH
CIVIL APPLICATION NO. 537 OF 2017**

**Wind World (India) Limited ... Appellant/Applicant.
V/s.**

Ghodawat Realty Pvt. Ltd. ... Respondent

**WITH
APPEAL FROM ORDER NO. 413 OF 2017
WITH
CIVIL APPLICATION NO. 535 OF 2017**

**Wind World (India) Limited ... Appellant/Applicant.
V/s.**

Shri. Sanjay D. Ghodawat ... Respondent

**WITH
APPEAL FROM ORDER NO. 414 OF 2017**

**WITH
CIVIL APPLICATION NO. 536 OF 2017**

Wind World (India) Limited	... Appellant/Applicant.
V/s.	
Ghodawat Realty Pvt. Ltd.	... Respondent

**WITH
ARBITRATION APPEAL NO. 16 OF 2017
WITH
CIVIL APPLICATION NO. 17 OF 2017**

Wind World (India) Limited	... Appellant/Applicant
V/s.	
Ghodawat Realty Pvt. Ltd.	... Respondent

**WITH
ARBITRATION APPEAL NO. 17 OF 2017
WITH
CIVIL APPLICATION NO. 18 OF 2017**

Wind World (India) Limited	... Appellant/Applicant
V/s.	
Shri. Sanjay D. Ghodawat	... Respondent

**ARBITRATION APPEAL NO. 18 OF 2017
WITH
CIVIL APPLICATION NO. 19 OF 2017**

Wind World (India) Limited	... Appellant/Applicant
V/s.	
Star Flexi Pack Industries	... Respondent

**ARBITRATION APPEAL NO. 19 OF 2017
WITH
CIVIL APPLICATION NO. 20 OF 2017**

Wind World (India) Limited	... Appellant/Applicant
V/s.	
Ghodawat Energy Private Limited	... Respondent

Ms. Sowmya Shrikrishna with Mr. Asadali Mazgaonwala i/b M/s. Kkartikeya & Associates for the Appellant.

Mr. Tejesh Dande with Shree Abhang with Bharat Gadhavi with Krupanshu Nandu i/b Tejesh Dande & Asso. for the Respondent.

**CORAM : S.C.DHARMADHIKARI &
SMT. VIBHA KANKANWADI, JJ.
DATE : 24th AUGUST, 2017**

P.C.:

. These appeals from orders were on board on several occasions.

2 They challenge the order of the Commercial Court, Kolhapur dated 20.05.2017 on an application for temporary injunction (below Exh.22) invoking Section 9A(2) read with Order XXXIX Rules 1 and 2 of the Code of Civil Procedure, 1908 moved by the Respondent/Plaintiff. The Appellant/Defendant is aggrieved and dissatisfied with such an order and by which the learned Judge of the Trial Court holds that this application for ad-interim injunction is maintainable. In the view of the learned Judge pending the disposal of the application under Section 9A(2), he can pass an ad-interim order.

3 It is on such an appeal, that at the previous hearing, this Court suggested the parties to arrive at a workable interim arrangement pending the disposal of the applications before the Court below.

4 It was also suggested as to why the dispute and differences cannot be referred to Arbitration.

5 After mutual discussion and negotiations, earlier minutes of order were tendered. They are on record.

6 In addition to the earlier minutes, the parties have drawn up further minutes of orders. Therefore, the minutes of order tendered today and dated 24.08.2017 are in continuation of the earlier minutes dated 15.06.2017. The parties have clarified that in the event of any contradiction and any inconsistency between the earlier minutes and the present minutes, the provisions of the later minutes dated 24.08.2017 shall prevail. Thus, both sides state before us that this Court need not pass a reasoned order as they have arrived at a mutually acceptable interim arrangement. That is recorded in their language and as per their understanding and agreement. That be accepted and the Appeals disposed off on that basis.

7 The Minutes of Order drawn up on 24.08.2017 duly signed by the Authorised representatives of the Appellant and the Authorised Signatory/power of attorney holder of the Respondent are taken on record and marked "X" for identification.

8 The parties have stated before us through the Counsel that these minutes have been drawn up after mutual discussions and negotiations and they truly and completely record the interim arrangement arrived at by them, pending the disposal of the arbitral reference.

9 In paragraph 13 of the Minutes, it is stated that all the disputes in Suit Nos. 7 to 13 of 2016 and Arbitration Petition Nos. 7 to 10 of 2016 pending in the Kolhapur District Court shall be referred to Arbitration by a Sole Arbitrator. This Arbitration would be under the provisions of Arbitration and Conciliation Act, 1996. They have agreed for the name of the Arbitrator and equally the venue of the Arbitral proceedings.

10 They have also stated that the minutes drawn earlier, even today and tendered on record of these appeals shall operate as a interim arrangement till the award is made by the learned Arbitrator. The parties have agreed that the pleadings in the suits before the Trial Court shall be treated as pleadings in the Arbitration proceedings and no further pleadings would be tendered or placed on record.

11 It is in the light of these arrangements and between two commercial

entities, they having been fully apprised of the legal consequences, we take these Minutes on record. The minutes do not contravene the public policy, nor any provision of law. The minutes are also not tainted by fraud and/or undue influence. Prolonged negotiations have ended in these consent interim but without prejudice arrangements.

12 Hence, the Appeals as well as Civil Applications stand disposed of in terms of these minutes of order. There would be no order as to costs.

13 The undertakings in these minutes and the earlier minutes of both the sides are accepted as undertakings to this Court.

14 The parties agreed before us that in the event, any further pleadings are required to be filed, only in relation to the Arbitration petition, then, they are at liberty to place them before the Sole Arbitrator subject first to his direction.

(SMT. VIBHA KANKANWADI, J.)

(S.C.DHARMADHIKARI, J.)