

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION PETITION (L) NO. 3 OF 2017**

Nirav Co-operataive Housing Society Ltd	...Petitioners
<i>Versus</i>	
Shabbir H Chunawala & Anr	...Respondents

Mr Vikhil Dhoka, *i/b Solicis Lex, for the Petitioners.*
Ms Sukhada J, *i/b SB Prabhavalkar, for the Respondent No. 1.*

CORAM: G.S. PATEL, J
DATED: 8th March 2017

PC:-

1. The 1st Respondent has paid total amount of Rs. 77,00,000/- into Court. This was in accordance with his statement made on 11th January 2011. Later on 28th February 2017 I extended time for payment of part of that amount. The entire amount is now been deposited in Court.

2. The 1st Respondent disputes the Petitioners' claims. Even this deposit is made without prejudice to the rights and contentions of the Respondents.

3. Parties are agreed on the name of Mr Sanjay Jain, learned Advocate of this Court as the sole Arbitrator. His statement of disclosure has been obtained. It is taken on record and marked “X” for identification with today’s date. All disputes between the parties are report to the sole arbitration of Mr Jain. The Petitioner will place an authenticated copy of this order before Mr Jain on or before 17th March 2017. He is requested to call his first meting at his earliest convenience thereafter.

4. The previous ad-interim order dated 11th January 2017, as contained in paragraphs 5 and 6 will continue for a period of eight weeks from today. By that time the parties must make a suitable application before the learned sole Arbitrator for either continuance, modification or vacating of this order. The Petitioner is a society. It claims to have terminated its agreement with the Respondent developer. However, the Respondent does not accept the termination and says that it is still on site and is still carrying on the development work. This means that there must be some time allowed for both sides to make their respective applications to the learned Sole Arbitrator.

5. It is clarified that the Petitioner will be at liberty to apply to the learned sole Arbitrator for leave to appoint another developer even before that date. Unless otherwise continued, the previous order will automatically come to an end at the end of eight weeks from today.

6. The Petitioner will be at liberty to apply to the sole Arbitrator for an order of withdrawal of the amount deposited, and the learned Sole Arbitrator will, of course, consider that application on merits, including permitting it on such terms and conditions as the Arbitrator may think fit.

(G. S. PATEL, J.)