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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION PETITION NO. 122 OF 2017**

Fatesh Kishanchand Mirchandani ...Petitioner

Versus

Sanjay Bhagwandas Lohia & Ors ...Respondents

**Mr Mukesh Vashi, Senior Advocate, with Ms Aparna Deokar i/b
MP Vashi & Associates for the Petitioner.**

Dr Birendra Saraf, i/b Manoj Agiwal, for the Respondent No. 1.

**Mr Pravin Samdani, with Fauhan Dubash, SB Pawar & Swati
Sawant i/b SK Legal Associates for the Respondent No.2.**

Ms Shravani Dalvi, i/b Shreyas Vyas for Respondent No.3.

Mr A Malvankar , Section Officer of Court Receiver present.

Mr Fatesh Kishanchand, Petitioner present.

Mr Sanjay Bhagwandas Lohia, Respondent No.1 present.

Mr Rajesh D Kotia, Partner of Respondent No. 2, in person.

Mr Suneel T Kotia, Respondent No. 3, in person.

CORAM: G.S. PATEL, J

DATED: 9th March 2017

PC:-

1. The Petitioner, the 1st Respondent, the 3rd Respondent and Mr Rajesh Kotia, a Partner of the 2nd Respondent are present in Court.

2. The parties have settled their disputes. They have drawn up consent minutes of the order. These are signed by the Petitioner, the 1st Respondent, the 3rd Respondent, and an authorised representative of Respondent No.2. The consent minutes of the order are taken on record and marked “X” for identification.

3. These consent minutes have been arrived at after several days of negotiations between the parties. The matter itself has been listed on board before me on a number of occasions. All sides have addressed me on one or other of the issues that were pending negotiations and settlement more than once.

4. Having regard to this background, I am satisfied that the consent minutes are in order. The Petition is disposed of in accordance with the consent minutes.

5. On behalf of the 1st Respondent a statement is made that clause 4 should be read or ordered to mean that the 2nd and 3rd Respondents' claims against the 1st Respondent are limited to the period until 25th January 2017. It is not possible to make any such clarification or restriction. The clause as it stands has been signed by the 1st Respondent personally. If the 1st Respondent believes that he has a liability limited to that date to the 2nd and 3rd Respondent and further liabilities are the responsibility of the Petitioner, he will undoubtedly be entitled to pursue those claims against the Petitioner. In that regard, all rights and contentions as between the 1st Respondent and the Petitioner are specifically left open.

6. The Arbitration Petition is disposed of with no order as to costs.

7. The Court Receiver has taken only symbolic possession of the premises. The Court Receiver is to stand discharged without passing accounts and upon payment of his costs, charges and expenses by the Petitioner within two days from today. The Court Receiver is at liberty to adjust these costs, charges and expenses against the deposit already placed with him. If there is an excess, this will be refunded; equally if there is any deficit this will be made good by the Petitioner.

8. It goes without saying that all previous orders stand vacated.

9. All concerned to act on an authenticated copy of this order.

10. A scanned copy of the Consent Minutes of the Order is to be provided by the parties. This will be uploaded as a second order in this matter. Unless and until this is done, the present order will not be signed or uploaded.

(G. S. PATEL, J.)