

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

**SUIT NO. 2902 OF 2011  
WITH  
NOTICE OF MOTION NO. 1990 OF 2012**

Ashokkumar Laxmansing Galundia ...Plaintiff/Applicant  
vs.  
Siddharth Javahirlal Jhaveri & Ors. ...Defendants

Dr.Saraf with Sheetal Shah, Isha Vyas I/b. Mehta and Girdharlal for  
Plaintiff.

Mr.A.K. Gopalan I/b. Haresh Mehta & Co. for Defendant No.1.

Ms.Yasmin E. Tavaría I/b. D.A. Barot for Defendant Nos.3 to 5.

**CORAM : S.C. GUPTE, J.**

**6 JUNE 2017**

**P.C. :**

This suit seeks specific performance of an agreement for sale dated 2 December 1998. The agreement contains an arbitration clause, being Clause No.16. Defendant Nos.3 to 5 have raised this issue in their reply to the notice of motion.

2 Dr.Saraf, learned Counsel for the Plaintiff, does not dispute the arbitration agreement between the parties contained in the agreement for sale. He is also agreeable to have the disputes between the parties adjudicated through the arbitral process. In the premises, Defendant No.1 also, through his Counsel, agrees to submission of the disputes to arbitration.

3 In the premises, by consent of parties, Mr.Shailesh Shah, Senior Advocate, is appointed as a sole arbitrator to adjudicate upon the disputes

and differences between the parties forming the subject matter of the present suit. This order is being passed in exercise of the powers of the court under Section 8 of the Arbitration and Conciliation Act, 1996. The present notice of motion shall stand transferred to the sole arbitrator as an application under Section 17 of the Arbitration and Conciliation Act, 1996. In view of the reference made under Section 8 of the Arbitration and Conciliation Act, 1996, the suit be treated as disposed of and the papers be transferred by way of reference to the sole arbitrator.

4            In view of the disposal of the suit, the notice of motion does not survive and the same is also disposed of.

**(S.C. Gupta, J.)**