

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO.1491 OF 2015**

Pramodkumar Rajkumar Ralhan

....Petitioner

Vs.

M/s. Supreme Industrial Services & Anr.

....Respondents

Mr. Satish P. Nagvenkar a/w. Mr. S.S. Nagvenkar i/b. Mr. Ashish Suryavanshi for petitioner.

Ms. T. Monis i/b. ALJ and Partners for respondents.

CORAM : K.R.SHRIRAM, J.

DATE : 2nd NOVEMBER, 2017

P.C.:

1 Heard the counsel for petitioner and also considered the averments in the petition. The counsel for respondents states that petitioner has not raised any point as to what is the dispute in its Advocates' letter dated 8th April, 2015 and in any event, respondent no.2, being partner of respondent no.1, the question of he disposing off or creating any third party rights with respect to Gala No.3 admeasuring about 411 sq. ft., Kanal Industrial Estate, Daulat Nagar, Borivali (East), Mumbai - 400 066 (said gala) does not arise. The counsel for respondents further states that an Arbitrator could be appointed to adjudicate on all disputes.

2 In my view, having considered, particularly the reply dated 5th May, 2015 from respondent no.2 to the notice sent by petitioner vide his Advocates' letter dated 8th April, 2015 and the fact that counsel for respondent no.2 admits being in exclusive possession of the said gala, it

will be a fit case to grant prayer clause – (b) of the petition. In my view, no prejudice will also be caused to respondent no.2 because it is the case of respondent no.2 that respondent no.2 has no intention to create any third party rights with respect to the said Gala.

3 Petition accordingly stands disposed.

4 By consent, Mr. S.C. Naidu, an Advocate, practicing in this Court and having his office at 23, Examiner Press Building, 3rd Floor, 35, Dalal Street, Fort, Mumbai - 400 001 (Contact No.22662828/22672432/22670410/22658601 and Email ID - crnaidu784@hotmail.com) is appointed as Sole Arbitrator to arbitrate on all disputes and differences arising out of or in connection with or relating to Deed of Partnership dated 14th March, 1977 and Supplemental Deed of Partnership dated 28th February, 1978.

5 The fees of the Arbitrator, administrative expenses, typing charges and venue charges to be shared equally between the parties, i.e., 50% by petitioner and 50% by respondent no.2 and the same shall be subject to cost in the arbitral proceedings.

6 The Arbitrator within three weeks from today shall address a communication to the Advocates for petitioner and Advocates for respondents as required under Section 11 (8) read with Section 12 (1) of

the Arbitration and Conciliation Act, 1996.

7 Liberty to apply.

(K.R. SHRIRAM, J.)