

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO.1496 OF 2015**

Shailesh R. MithaniPetitioner

Vs.

M/s. Shreenath Buildgrand Pvt. Ltd.Respondent

Mr. T.J. Pandian for petitioner.
None for respondent.

**CORAM : K.R.SHRIRAM, J.
DATE : 2 NOVEMBER, 2017**

PC.:

1 On 14th September 2015, a statement was made by respondent that till next date, respondent shall not create any third party rights of whatsoever nature in respect of properties described in prayer clause - (c) of the petition. Statement was accepted and directions were passed for filing affidavit in reply and rejoinder etc. Mr. Pandian, counsel for petitioner states that no affidavit in reply has been filed or copy served upon him till date.

2 In the circumstances, the petition is disposed in terms of prayer clause - (c) which reads as under :

“(c) That pending the hearing and final disposal of this petition, the respondents, their officers and servants be restrained from creating any third party rights by whatsoever nature, in respect of premises being office No.C-1 admeasuring 164.23 sq. mtr., i.e., 1,768 sq. ft. carpet area (along with car parking space No.S-03 admeasuring 11.15 sq. mtr.) on the first floor of the building known as “Shreenath Darshan”, Vihar Lake Road, Bhandup (West),

Mumbai - 400 078 being the subject matter of Agreement for Sale dated 5th September 2013.”

3 Statement of Mr. Pandian that within four weeks from today, petitioner will commence arbitration proceedings, is accepted.

(K.R. SHRIRAM, J.)