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

COMPANY PETITION NO.305 OF 2015

Magnum Cargo Pvt. Ltd. ...Petitioner

V/s.

Vexta Laboratories Pvt. Ltd. ...Respondent

Mr.Sanjeev R. Singh for the Petitioner.

Mr.Mayur Khandeparkar with Mr.Omkar Khaiyam Shaikh for the Respondent.

CORAM : R.D. DHANUKA, J.
DATE : 1ST FEBRUARY, 2017.

P.C. :-

1. Learned counsel appearing for the parties agree that the disputes relating to recovery of the amount in this winding up petition and the dispute in S.C. Suit No.3557 of 2015, which is filed by the respondent against the petitioner in the Bombay City Civil Court at Dindoshi be referred to the arbitration of Shri Anupam J. Dholakia, former Principal District & Sessions Judge, having his address at Oricon House, FM2, 3rd Floor 12/14, K. Dubhash Marg, Kala Ghoda, Fort Mumbai – 400 001, having Mobile No.99674 36655. It is further agreed that the parties will apply for formal order for referring the

parties to arbitration before the Bombay City Civil Court at Dindoshi in Short Cause Suit No.3557 of 2015 of the said arbitrator.

2. It is made clear that the pleadings filed by the parties in this company petition and the pleadings before the Bombay City Civil Court at Dindoshi in S.C. Suit No.3557 of 2015 shall be considered as pleadings before the learned arbitrator. The parties are also at liberty to rely upon the documents forming part of these proceedings as well as the proceedings before the Bombay City Civil Court at Dindoshi in S.C. Suit No.3557 of 2015. The parties are also at liberty to file additional compilation of documents before the learned arbitrator. Admissibility and relevance of the documents can be considered by the learned arbitrator.

3. It is made clear that this Court has not expressed any views on the merits of the disputes between the parties in this winding up petition as well as on the merits of S.C. Suit No.3557 of 2015. All the contentions of both the parties are kept open.

4. Learned counsel for the respondent states that his client will not raise the plea of limitation before the learned arbitrator in respect of the claims made by the petitioner. The statement is accepted.

5. Both the parties have agreed to pay the learned arbitrator's fees equally at the first instance, which may be subject to

further orders as may be passed by the learned arbitrator.

6. The company petition is disposed of in aforesaid terms. No order as to costs.

(R.D. DHANUKA, J.)