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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION PETITION (L) NO. 347 OF 2016**

Shilpa Terrace Cooperative Housing Society Ltd. ...Petitioner
Versus
M/s. Man Global Limited & Another ...Respondents

Mr. Vikhil Dhoka, *with Ms. Anisha Singh, i/b Solicis Lex, for the
Petitioner.*

Mr. Devesh Juvekar, *with Mr. Mayur Shetty & Mr. Rishabh Jaisani,
i/b Rajani Associates, for the Respondents.*

**CORAM: G.S. PATEL, J
DATED: 11th January 2017**

PC:-

1. Parties have agreed to refer all their disputes to Mr. K.F. Tamboly, learned Advocate of this Court. His statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration & Conciliation Act is taken on record and marked "X" for identification.
2. This appointment of Mr. Tamboly is by consent and supersedes the Arbitral Panel selection procedure and constitutions set out in the arbitration agreement.

3. The present Petitioner will be the Claimant before the learned Arbitrator. In view of the order that I am proposed to pass, I will need to issue certain directions.
4. The Claimant will file his statement of claim before the learned Arbitrator on or before 13th February 2017. A copy of the present Petition under Section 9 of the Arbitration Act will be filed as the Claimants' Application under Section 17 before the learned Arbitrator.
5. Replies to the Claim as also to the application for interim relief will be filed and served on or before 6th March 2017.
6. The learned Arbitrator will be at liberty and in his discretion, but under no obligation, to permit a Rejoinder or further affidavits.
7. The learned Arbitrator is requested to hear the interim application at his earliest convenience and, to dispose of it preferably on or before 17th April 2016. Parties agree to such extension of time as the Arbitrator thinks necessary for this purpose.
8. The 1st Respondent will be entitled to file a counter-claim before the learned Arbitrator. If it does so, the learned Arbitrator will afford sufficient time to file Reply to the counter-claim.
9. The 1st Respondent will also be entitled to make any application for interim relief it thinks appropriate before the learned Arbitrator.

10. Till the disposal of the application under Section 17, the 1st Respondent makes a statement in terms of prayer clauses (a) and (b) of the present Petition, which read thus:

“(a) Pending the constitution of the Arbitral Tribunal and final disposal of the arbitral proceedings the Respondent No. 1 be claiming and/or deriving any benefits from the Re-Development Agreement dated 31st December 2010 being Exhibit “A” hereto entered into between the Petitioner and the Respondent No. 1 and Power of Attorney dated 31st December 2010 being Exhibit “B” hereto for redevelopment of the all that pieces of land being Sub-Plot No. 36 admeasuring 520 sq. mtrs., and Sub-Plot No. 37 admeasuring 504 sq. mtrs., totally admeasuring about 1024 sq. mtrs., forming part of Final Plot No. 624, (new Final Plot No. 620) of TPS III, Borivli, situate, lying and being at Village Borivali, Taluka Borivali, in Mumbai Suburban District.

(b) Pending the constitution of the Arbitral Tribunal and final disposal of the arbitral proceedings this Hon'ble Court be pleased to direct the Respondent No. 1, their directors, representative, servants, agents and all other persons claiming through them directly and/or indirectly from dealing with and/or transferring and/or assigning and/or creating third party rights of any nature whatsoever in respect of all that pieces and parcels of land being Sub-Plot No. 36 admeasuring 520 sq. mtrs., and Sub-Plot

No. 37 admeasuring 504 sq. mtrs., totally admeasuring about 1024 sq. mtrs., forming part of Final Plot N o. 624, (new Final Plot No. 620) of TPS III, Borivli, situate, lying and being at Village Borivali, Taluka Borivali, in Mumbai Suburban District.”

11. There will also be an order for that period against Respondent No. 1, MCGM in terms of prayer clause (c), which reads thus:

“(c) Pending the constitution of the Arbitral Tribunal and final disposal of the arbitral proceedings, the Respondent No. 2, its officers, servants and agents be restrained by temporary order and injunction of this Hon'ble Court from accepting and/or sanctioning any application for the IOD, Commencement Certificate or any other Application for such other approval/permission made by the Respondent No. 1 or their officers, servants and agents in respect of all that pieces and parcels of land being Sub-Plot No. 36 admeasuring 520 sq. mtrs., and Sub-Plot No. 37 admeasuring 504 sq. mtrs., totally admeasuring about 1024 sq. mtrs., forming part of Final Plot N o. 624, (new Final Plot No. 620) of TPS III, Borivli, situate, lying and being at Village Borivali, Taluka Borivali, in Mumbai Suburban District.”

12. While deciding the Claimants’ application for interim relief, or any application by the Respondents, the Learned Arbitrator may

confirm, vacate, modify, extend or substitute all or any of the foregoing orders.

13. Parties will bear the costs of the arbitration equally, including all costs for venue and support services.

14. The Learned Arbitrator is requested to call a meeting at his earliest convenience to settle a schedule. Parties are to seek adjournments on dates previously fixed by the Arbitrator on the ground that their counsel or advocates are otherwise engaged in court or elsewhere.

15. The Petition is disposed of in these terms with no order as to costs.

(G. S. PATEL, J.)