

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

**COMMERCIAL ARBITRATION PETITION NO.213 OF 2016**

Shree Balaji International School Trust      ...      Petitioner  
Versus  
Varad Education Trust      ...      Respondent

.....

None for the Petitioner.

Ms. Tanaya Patankar I/b Mr. P.M. Jadhav for the Respondent.

.....

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

**DATE : 26 NOVEMBER 2018**

**P. C. :**

.      None for the Petitioner.

2      The petition has been filed for appointment of Court Receiver and for interim injunction restraining the Respondent-trust from alienating, selling or parting with the trust land. The application is on the basis of a Memorandum of Understanding ("MoU") executed between the parties for sale of the suit trust land. Learned Counsel for the Respondent submits that this MoU has since been cancelled and the earnest money received thereunder has been refunded to the Petitioner. That was as far back as on 19 December 2015. Since then, i.e. refund of the earnest money, which was accepted by the Petitioner herein, there has been no invocation of the arbitration agreement. No application is made under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of any arbitrator. There is no ad-interim order in the present arbitration petition. The

Arbitration Petition is accordingly dismissed.

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