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

ARBITRATION PETITION (L) NO.809 OF 2018

Mukesh Mohan Patel and Anr. ... Petitioners
versus
Anil Vadilal Shah and Ors. ... Respondents

WITH
ARBITRATION PETITION (L) NO.810 OF 2018

Mukesh Mohan Patel and Anr. ... Petitioners
versus
Anil Vadilal Shah and Ors. ... Respondents

Mr. Aspi Chinoy, Senior Advocate with Mr. Gaurav Joshi, Senior Advocate with Mr. Ashish Kamat, Mr. Rohan Dakshini, Mr. Prakhar Parekh, Ms. Sanaea Laskari i/by M/s. Federal and Rashmikant, for Petitioner in CARBPL 809 of 2018.
Mr. Dinyar Madon, Senior Advocate with Mr. Ashish Kamat, Mr. Rohan Dakshini, Mr. Prakhar Parekh, Ms. Sanaea Laskari i/by M/s. Federal and Rashmikant, for Petitioner in CARBPL 810 of 2018.
Dr. Birendra Saraf with Mr. Karl Tamboly, Mr. Ranjeev Varvalho, Mr. Pratik Kothari i/by M/s. IC Legal, for Respondent Nos.1 to 3 in CARBPL 809 of 2018.
Mr. Ravi Kadam, Senior Advocate with Dr. Birendra Saraf with Mr. Karl Tamboly, Mr. Ranjeev Varvalho, Mr. Pratik Kothari i/by M/s. IC Legal, for Respondent Nos.1 to 3 in CARBPL 810 of 2018.

CORAM: S.J. KATHAWALLA, J.

DATE: 23rd JULY, 2018

P.C.:

1. Heard the learned Advocates appearing for the parties and the following order is passed by consent :

(i) Mr. Nitin Thakkar, Senior Advocate is appointed as the sole Arbitrator to decide the disputes between the parties arising out of the Partnership Deeds both dated 1st April, 2013 in respect of the firms M/s. Mukesh Patel and others and Neelkanth Palm Realty.

(ii) The disclosure of Mr. Nitin Thakkar, Senior Advocate under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) is taken on record.

(iii) The parties shall appear before the learned Arbitrator in his chambers, on 27th July, 2018 at 5.00 p.m. and obtain necessary directions.

(iv) The partners of the Shah Group shall visit the site office of the Firm everyday at 11.00 a.m. Any cheques prepared by the Patel Group along with the supporting documents may be kept ready for perusal by the partner of the Shah Group and if there is no disputes whatsoever, the cheques shall be signed immediately by the partner Shah Group to the concerned drawer.

(v) If there is any query of the partner of the Shah Group, the concerned employee of the Firm/Patel Group may answer the same.

(vi) If despite the clarification, the partner of the Shah Group has any objection to any particular payment, they shall record their objection in writing. The proposed payment along with the objection of the Shah Group shall be placed before Mr. Manoj Daisaria and Associates, Architect of the Firm and if the said Architect within 24 hours certifies the payment, the Shah Group undertakes to sign the cheque/s without prejudice to any objection of the Shah Group in this regard during the course of the arbitration.

(vii) The Shah group undertakes to immediately sign cheques for all payment of installments to the Banks/Financial Institutions.

(viii) With regard to payment to any unsecured loans including from the partners, the same shall be decided mutually by the partners and in case of a dispute between them, an appropriate application may be made before the learned Arbitrator.

(ix) Both the groups shall not sell any flats for a period of 15 days without either jointly deciding to sell the flats or without giving 7 days clear notice for sell of flats to the other group or without seeking prior permission from the learned Arbitrator.

(x) The parties shall be at liberty to file Petition/s under Section 17 of the Act before the learned Arbitrator which the Arbitrator shall decide at the earliest.

(xi) All contentions of the parties are kept open.

(xii) The cost of arbitration shall initially be borne by the parties equally.

(xiii) The venue of Arbitration shall be at Mumbai.

(xiv) In view of this order, the above Arbitration Petitions are disposed of.

(xv) A copy of this order shall be forwarded to the Bank and shall be complied with by the Bank.

(xvi)Liberty to apply.

(S.J.KATHAWALLA, J.)

Swaroop Sharad Phadke Digitally signed by Swaroop Sharad Phadke Date: 2018.07.24 11:43:27 +0530