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

ARBITRATION PETITION (L) NO. 1210 OF 2018

Prashant Narayanrao Kimmatkar (Prop.)	
Sai Prasad Restaurant Hotel Green Land	...Petitioner
VS	
Maharashtra Tourism Development Corp.	...Respondent.

.....
Mr Hitesh Katarak i/b Jayesh Mestry for the Petitioner
Mr S.P. Bharti for the Respondent.
.....

**CORAM : B.P.COLABAWALLA, J.
DECEMBER 11, 2018.**

P.C. :

This Arbitration Petition has been filed seeking to challenge the order passed by the learned Arbitrator dated 20th July, 2018 under Section 17 of the Arbitration and Conciliation Act, 1996 (for short “the Act”). The Petitioner herein (who was the claimant before the Arbitral Tribunal) had filed an application under Section 17 of the Act for certain interim reliefs as more particularly set out in paragraph 1(a) to 1(e) of the impugned order. So far as the prayer clauses (a) to (c) are concerned, the learned Arbitrator was of the view, and correctly so, that the reliefs sought for therein were in the nature of final reliefs, and therefore, could not be considered at the stage of hearing the Section 17 application. This part of the order is

not challenged in the present Petition. As fairly stated by the learned advocate appearing for the Petitioner, his only grievance against the impugned order is to the direction given to the claimant to pay to the Respondents Rs.18 Lacs being the amount of lease payable for the second year starting from 3rd February, 2018 and which payment was to be made within two months from the date of the impugned order. Learned advocate appearing on behalf of the Petitioner stated before me that they are unable to pay this amount immediately as they are in financial difficulties and stated that they require further time to make this payment. This is the only ground that has been canvassed before me.

2 I am unable to accede to this request. The learned Arbitrator, in paragraph 9, has clearly recorded that under the agreement, the compensation / lease amount is payable by the claimant to the Respondents of Rs.12 Lacs for the first year and Rs.18 Lacs for the second year. It further provides that it is payable in advance. This amount admittedly was not paid by the claimant to the Respondents. If the Petitioner wants to enjoy the property and further seeks to restrain the Respondents from interfering with the business of the Petitioner, he has to pay the lease rental as provided in the agreement that was entered into between the parties. This

being the case, I do not find that the order impugned in this Arbitration Petition needs any interference in appeal under Section 37 of the Act. Having gone through the impugned order, I find that it is a well reasoned order, requiring no interference. Under these circumstances, the Arbitration Petition is dismissed. However, there shall be no order as to costs.

(B.P.COLABAWALLA, J.)