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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
APPELLATE CIVIL JURISDICTION**

APPEAL FROM ORDER (STAMP) NO. 14635 OF 2019
WITH
C. A. (STAMP) NO.14638 OF 2019
IN
DRAFT NOTICE OF MOTION NO. NIL OF 2019
IN
COMMERCIAL SUIT (L) NO.5231 OF 2019

My Own Eco Energy Pvt. Ltd.

...Appellant
(Original Deft. No.2)

Versus

M/s. Maruti Fuel Station & Anr.

...Respondents

Mr. Parvez Desai i/b Joel Disouza i/b Adv. Vishwajeet Mohite for
appellant/applicant.
None for respondents.

CORAM: R. I. CHAGLA, J.
(VACATION COURT)
DATE: 08TH MAY, 2019.

PC:-

Heard the learned Counsel for the appellant. None appears for the respondents. He tenders the affidavit of service evidencing service upon the respondents. The affidavit of service is taken on record. The learned Counsel for the appellant states that the appeal is preferred from order of City Civil Court dated 30th April, 2019 granting a status quo order in respect of bank guarantee till the decision on the application invoking bank guarantee. He states that impugned order has overlooked the application filed under

Section 8 of the Arbitration Act taken out in the suit filed in the City Civil Court. He states that the learned Single Judge should have been considered Section 8 of the Arbitration Act for referring the suit for arbitration before passing the interim order in the suit. He states that the defendants in the suit had filed the reply to the Section 8 application and admitted the existence of the arbitration clause as well as sought appointment of another Arbitrator in place of the Arbitrator nominated by the appellant.

2. Considering the fact that Section 8 Application had been filed by the appellant, it was necessary for the learned Single Judge to consider the application rather than granting interim order of status quo in respect of the bank guarantee. In these circumstances, till the next date i.e. 10th June, 2019 stay is granted to the order dated 30th April, 2019 which directs status quo in respect of the bank guarantee till the decision on the application invoking bank guarantee.

3. Parties to act upon authenticated copy of this order.

(R. I. CHAGLA, J.)