

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**ORDINARY ORIGINAL CIVIL JURISDICTION****CONTEMPT PETITION NO.46 OF 2015
IN
ARBITRATION PETITION NO.421 OF 2015**

M/s. Chill Freeze Services And Anr.

....Petitioners

vs

Maharashtra Agro-Industries
Development Corp. Ltd.

...Respondents

.....

None for the Petitioners.

Mr. Mahesh Shukla, i/b. Ms. Merlyn Monteiro, for the
Respondents/Contemnors.

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CORAM : S.C. GUPTE, J.**DATED: 13 MARCH 2019****P.C.:**

. Heard learned Counsel for Respondent Nos. 1 and 2. None appears for the Petitioners. The contempt petition alleges breach or disobedience of order passed by this Court on 25 February 2015 read with the order dated 2 March 2015. By these orders, passed in the arbitration petition herein, filed under Section 9 of the Arbitration and Conciliation Act, 1996 ("Act"), the Respondents were directed to maintain status-quo, pending the arbitration proceedings and for a period of four weeks after the date of passing of award. It is submitted that in breach of the status-quo order passed by this Court, letters have been addressed by the Respondents on 26 February 2015 not to issue any NOC in favour of the Petitioners to apply for upgradation of the affluent treatment plant. It is submitted that addressing this letter amounts to

disturbing status-quo. It is pertinent to note that the same letters, which are complained of in the present petition, led to the Petitioners filing yet another arbitration petition under Section 9 of the Act, being Arbitration Petition No.1318 of 2015. By an order passed by this Court on 13 July 2015 in that petition, the petition was dismissed. This Court, whilst dismissing the petition, inter alia observed that the agreement between the parties had been terminated by the respondent much prior to the date of the ad-interim orders passed by this Court and, in the circumstances, the respondent could not be directed to withdraw its letters in connection with the NOC. This Court has expressed a clear view that the orders, of which breach is alleged, do not stay termination of the contract. The Court held that since the licence granted in favour of the petitioner had expired prior to the date of these orders, the petitioner could not seek any interim reliefs in that behalf. That effectively disposes of the controversy even in the present petition. Accordingly, there is no merit in the contempt petition. The contempt petition is dismissed.

(S.C. GUPTE, J.)