

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ARBITRATION PETITION NO. 1291 OF 2019**

|                                         |                |
|-----------------------------------------|----------------|
| Imtiaz Sharafali Furniturewalla         | ...Petitioner  |
| <i>Versus</i>                           |                |
| Sarfaraz Sharafali Furniturewalla & Ors | ...Respondents |

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**Mr Vikramadite Deshmukh**, *for the Petitioner.*  
**Mr RM Pardiwala**, *i/b Dharmesh Joshi, for Respondents Nos. 1 and 2.*

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**CORAM: G.S. PATEL, J.**  
**DATED: 11th November 2019**

**PC:-**

1. The parties obtained a Consent Award in arbitration. That Award is dated 26th June 2018. The parties were partners of a firm called M/s Adamji Mohamedally. The Consent Terms provide for dissolution. A major asset of the firm was a godown at New German Chawl, Tulsiwadi, Tardeo, Mumbai 400 034. The entire building has been reconstructed and new premises allotted.
  
2. On behalf of respondents Nos. 1 and 2 it is stated that in fact no share certificate is issued in the reconstructed building and there is no formal document of title in the name of either the partnership firm or any of the four partners.

3. It is also pointed out that the Consent Terms themselves in Clause 11 contemplated a sale of these premises.

4. It is entirely possible that the premises may require to be sold in execution or enforcement of the Award. The present petition is filed for protective orders pending such enforcement.

5. The petitioner proposes to move an execution application. He submits that in the meantime there should be no unilateral sale by respondents Nos. 1, 2 and 3 to the exclusion of the petitioner of the godown premises at Tardeo.

6. On behalf of respondents Nos. 1 and 2, their Advocate makes a statement on instructions that these respondents will not themselves and to the exclusion of the 4th respondent or the petitioner sell the premises or create any third party rights in the premises in contravention of Clause 11 and the other provisions of the Consent Terms. The statement is noted and accepted as an undertaking to the court.

7. The 3rd respondent is absent though served. There is an acknowledgement of service by his Advocate who appeared in the arbitral proceedings.

8. This order will continue pending further orders in execution proceedings to be filed by the petitioner.

**9.** On behalf of the petitioner, his advocate makes a statement that the necessary execution application will be filed, lodged and served on or before 16th December 2019. For the execution proceedings, all contentions are kept open.

**10.** The arbitration petition is disposed of in these terms. There will be no order as to costs.

**(G. S. PATEL, J)**