

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
***ORDINARY ORIGINAL CIVIL JURISDICTION***  
**ARBITRATION PETITION NO. 753 OF 2017**

**Amirali Abdulrehman Khoja**

**..... Petitioner**

**VERSUS**

**Mahindra & Mahindra Financial  
Services Limited**

**..... Respondent**

Mr.J.A.Udaipuri, i/b. Udaipuri & Company for the Petitioner.

Mr.Sanjeev A. Sawant, a/w. Ms.Priya Crasto for the Respondent.

**CORAM : R.D. DHANUKA, J.**

**DATE : 12<sup>th</sup> JUNE, 2019**

**P.C.**

By this petition filed under section 34 of the Arbitration and Conciliation Act, 1996, the petitioner has impugned the arbitral award dated 28<sup>th</sup> July, 2017 annexed at Ex.C to the petition directing the petitioner to pay a sum of Rs.8,04,643/- with interest at the rate of 3% p.m. from 30<sup>th</sup> July, 2012 till the date of the award and further interest at the rate of 18% per annum from the date of the award till the date of the payment.

2. The main ground of challenge raised by the petitioner in the arbitration petition and argued across the bar is that the vehicle for which the finance was granted by the respondent was totally defective. The petitioner had filed a complaint before the Consumer Forum against the vendor of the said vehicle i.e. Global Galleries Agencies Pvt.Ltd., M/s.Mahindra & Mahindra Ltd. and also against

M/s.Mahindra & Mahindra Finance Services Ltd.

3. It is submitted by the learned counsel for the petitioner that by an order dated 5<sup>th</sup> October,2017, the Consumer Forum has allowed the said complaint filed by the petitioner against the respondent no.1 therein which would clearly indicate that the vehicle sold to the petitioner was totally defective. It is also urged across the bar that M/s.Mahindra & Mahindra Ltd. was fully aware of the fact that the vehicle delivered to the petitioner was defective and thus no claim could be made against the petitioner by the respondent herein.

4. A perusal of the said order dated 5<sup>th</sup> October,2017 passed by the Consumer Forum clearly indicates that the complaint was dismissed insofar as the respondent herein is concerned. Be that as it may, the said order would not assist the case of the petitioner insofar as the respondent herein is concerned. If the respondent nos. 1 and 2 in the said proceedings have not impugned the said order dated 5<sup>th</sup> October,2017, it is for the petitioner to execute the said order in accordance with law.

5. Insofar as findings rendered by the learned arbitrator in the impugned award are concerned, the findings are rendered after considering the submissions made and the documents perused and being not perverse, cannot be interfered with by this court under section 34 of the Arbitration and Conciliation Act, 1996.

6. However, insofar as future interest at the rate of 18% per annum

awarded by the learned arbitrator is concerned, in my view, interest of justice would be met with if the interest is reduced to 9% per annum from the date of award till the date of payment. Rest of the award is upheld.

7. Arbitration petition is disposed of in the aforesaid terms. No order as to costs.

**[R.D.DHANUKA, J.]**