

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY AND ORIGINAL CIVIL JURISDICTION
COMMERCIAL NOTICE OF MOTION NO.546 OF 2017
WITH
COUNTER CLAIM NO.33 OF 2017
WITH
COMMERCIAL NOTICE OF MOTION NO.694 OF 2017
WITH
COMMERCIAL NOTICE OF MOTION NO.609 OF 2019
IN
COMMERCIAL SUIT NO. 641 OF 2017**

Satish Zaveri ..Plaintiff

Vs.

Standard Realtors Pvt Ltd. & Anr ..Defendants

Mr. Rohan Kadam I/b Mr. Mohanish Chaudhari for Plaintiff

Mr. Satish Zaveri Plaintiff present

Mr. Sugandh Deshmukh I/b Ms Aishwarya Chitnis for Defendants

Mr. Nikhil Soni-Authorized Signatory of Defendant no.1 and Mr. Vijay Bathija, constituted attorney of Defendant No.2 are present in court.

**CORAM : K.R.SHRIRAM, J.
DATE : 26th MARCH, 2019**

P.C.:

1 Plaintiff(s) and defendant(s) in the suit as well as counter claim, tendered minutes of order dated 26th March 2019. The same is taken on record and marked as "X" for identification.

2 For ease of reference the same is scanned and reproduced herein below:

X¹ 1/26/18/19 1

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS
COMMERCIAL DIVISION
COMMERCIAL SUIT NO. 541 OF 2017
SATISH ZAVERI ... Plaintiff
VS
STANDARD REALTORS PVT LTD & ANR. ... Defendants
And
COMMERCIAL COUNTER CLAIM NO.33 OF 2017
IN
COMMERCIAL SUIT NO. 541 OF 2017
STANDARD REALTORS PVT LTD & ANR. ... Plaintiffs in Counter Claim/
Defendants in Suit
VS
SATISH ZAVERI ... Defendant in Counter Claim/
Plaintiff in Suit
MINUTES OF ORDER
The parties have mutually agreed to the following:
1) The parties agree to refer the disputes in the captioned matters to the adjudication of Sole Arbitrator Mr. Naushad R. Engineer (Advocate).
2) The Parties further agree that the proceedings filed before this Court in captioned matters to be treated as the proceedings filed before the Ld. Arbitrator. The parties also agree that incomplete proceedings shall be completed by filing Replies/Rejoinder/Written Statement/ Answer to Claims before the Ld. Arbitrator and all the pending applications shall be decided by the Ld. Arbitrator.




2

3) In view of the above, the captioned suit and counter claim referred to the adjudication of Sole Arbitrator Mr. Naushad B. Engineer (Advocate) are accordingly disposed of.

4) Court fees to be returned as per rule.

Dated this 26th Day of March, 2019

Explained to me in Hindi

Satish
MR. SATISH ZAVERI
Plaintiff in Suit &
Defendant in Counter Claim

Mohanish
MOHANISH CHAUDHARI
Advocate for the Plaintiff in Suit
& Defendant in Counter Claim

Nikhil Soni
NIKHIL SONI
Authorised Signatory of
STANDARD REALTORS PVT. LTD.
Defendant No. 1 in Suit
& Plaintiff No. 1 in Counter Claim

Vijay K. Bathia
MR. VIJAY K. BATHIA
Partner of Attorney Holder of
NIKUNJ MANSUKHLAL TURAKIA
Defendant No. 2 in Suit
& Plaintiff No. 2 in Counter Claim

Aishwarya Chitnis
AISHWARYA CHITNIS
Advocate for Defendants in Suit
& Plaintiff in Counter Claim

INTERPRETER by *Meera Jadhav*
to *Satish Zaveri* only.
Meera
Sovereign Interpreter
High Court, Bombay
Date: 26/03/2019

SIC 4
No. 1003
dt. 26/3/19.



3 Order in terms of the minutes of order dated 26th March 2019. Accordingly, Mr. Naushad Engineer, Advocate practising in this court having his office at 1-D/E, Lentin Chambers, Dalal Street, Fort, Mumbai-400023, Office Nos.66311101 / 22651159, Mobile No.9821047087, email: naushad.re@gmail.com, is appointed as the sole arbitrator to arbitrate on all disputes which are the subject matter of the suit as well as the counter claim. The fees and administrative expenses of the arbitrator to

be shared equally between the parties and the same will be subjected to costs in the arbitral proceedings.

4 Though this is not part of the minutes of order, counsel states that parties have agreed that costs will be shared between them and it will be costs in the arbitral proceedings.

5 Counsel tendered a disclosure under Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act 1996, given by the arbitrator. The same is taken on record.

6 Suit as well as counter claim accordingly stand disposed.

7 All interim applications stand disposed.

8 All interim orders stand vacated.

9 Refund of court fees as per rules.

(K.R. SHRIRAM, J.)