

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION PETITION (L) NO. 35 OF 2020**

Shastri Nagar Vaibhav Coop Hsg Soc Ltd	...Petitioner
<i>Versus</i>	
Swastik Realty Pvt Ltd & Ors	...Respondents

Mr Shyam Kapadia, *with Dhruva G, Akshay Patil and Abhishek B,*
i/b SK Legal Associates LLP, for the Petitioner.
Ms Kranti S, *for Respondent No.1.*

CORAM: G.S. PATEL, J.
DATED: 21st January 2020

PC:-

1. The Petition is under Section 29-A of the Arbitration and Conciliation Act 1996. It is opposed on the grounds that on merits it can be demonstrated that the arbitration is actually not being pursued by the society but is being driven by individuals. That is not evidence that I will permit in a Petition under Section 29-A. It is not a consideration in deciding whether or not time for completion of the arbitration should be extended. In fact, this argument very much defeats itself, because if it is to be accepted, it means that there can be a decision on merits akin to an order under Section 34 at the time

of a Section 29-A time extension application. That is not simply possible.

2. There is no other opposition to the application for extension of time.

3. The Respondent, Swastik Realty is a developer. The Petitioner is a society.

4. Their disputes arose under a Development Agreement dated 7th April 2006. These were referred to the sole arbitration of Ms Gulnar Mistry by an order dated 21st June 2018. She entered upon the reference to her arbitration a few days later on 25th June 2018. Before her, parties have completed pleadings. Issues have been framed. The Petitioner then filed its Affidavit in lieu of examination-in-chief and an additional Evidence Affidavit. Some documents were marked and the matter was then set down for cross-examination. A brief further examination-in-chief of CW1 was permitted. Cross-examination of CW1 was conducted on 15th November 2019. It is ongoing and remains incomplete. It is this stage from which the arbitration will recommence. I only note that parties had earlier by e-mail consented to an initial extension of the arbitral tribunal mandate. There seems to be some controversy set out in subparagraph (f) about objections taken by the Respondent to scheduling and dates. I am not entering into this controversy. All contentions of the Respondent and merits are clearly still open and are not compromised or closed by virtue of this extension order.

5. I presume that the Claimants will have yet another witness and the Respondents will want to lead evidence of their own. Accordingly I will extend time up to 30th September 2020.

6. The Petition is disposed of accordingly. No costs.

7. Both parties agree that the learned Sole Arbitrator will fix a schedule and both sides will adhere to it. There will be no allegations against the Sole Arbitrator under any circumstances.

(G. S. PATEL, J)