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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION NO. 372 OF 2021

Jayesh Bhupendra Gandhi

....Petitioner

V/s.

LA Mer Developers and Ors.

....Respondents

Mr. Shardul Singh i/b Roshan S. Tanna for Petitioner.

Mr. Anilkumar Patil i/b Vasantkumar Bang and Rohan Barge for
Respondent Nos. 1 to 3.

CORAM : K.R.SHRIRAM, J.

DATED : 29th JULY 2021

P.C. :

1. Affidavit in reply to this application has been filed in which respondent has stated that TDR relating to Panvel plot has already been disposed in June 2021. Mr. Singh states that applicant is silent regarding TDR of Market plot yard final plot no.493 at Panvel and therefore limited injunction for a period of four weeks be granted against respondent from disposing of or dealing with or creating third party rights with respect to this yard and this petition be converted into petition under Section 17 of the Arbitration and Reconciliation Act, 1996 (said Act) to be heard by the Sole Arbitrator to be appointed by this court. Mr. Patil on instructions from Mr.Barge states that even this plot has been sold. At the same time, it is not so stated in the affidavit of 02/07/2021. Therefore, if this plot has not been

sold as on date then there will be temporary injunction against respondents from selling, transferring, assigning, mortgaging, allotting, alienating and/or creating third party rights and/or creating any encumbrances and/or entering into any agreement with respect to this plot. This temporary injunction shall be for a period of four weeks from today.

2. This petition alongwith reply be sent to the Sole Arbitrator to be appointed who shall consider this petition and reply and pass further orders in accordance with law preferably wihtin four weeks from today.

3. There is no Section 11 application pending. At the same time, with the consent of Mr. Singh and Mr. Patil, without prejudice to the rights and contentions of the parties, Ms. Ankita Singhania (Address : 103 Oval House, British Hotel Lane, Off. N.M. Road, Fort Mumbai – 400 001, Mobile : 9820270585, Email : ankitasinghania@gmail.com), an Advocate practicing in this court is appointed, as Sole Arbitrator to arbitrate on all disputes arising out of and/or in connection with and/or relating to the Deed of Partnership dated 11/10/2012, Supplementary Deed of Partnership dated 05/02/2020, Supplementary Deed of Partnership dated 10/02/2021 Memorandum of Understanding dated 16/02/2021, 09/03/2021 and 19/04/2021 and counter claim, if any.

4. The fees of the learned Arbitrator together with administrative

expenses and out of pocket expenses to be shared equally between the parties and the same will be costs in the arbitral proceedings.

5. Learned counsel agreed, with the intention of saving time and for sake of expediency, either of the party will forward a copy of this order to the learned Arbitrator and the learned Arbitrator to give declaration as required under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 directly to the parties. Once received, a copy of the same will be filed by petitioner in the court to be placed alongwith the Record and Proceedings of this application. If the learned Arbitrator expresses her inability to accept the reference to the parties before entering into reference, parties are at liberty to approach the court for appointment of substitute Arbitrator.

6. Copy of the petition filed herein and the reply be filed before the learned Arbitrator to consider the same as an application under Section 17 of the Act. Learned Arbitrator shall endeavour to dispose of the application within six weeks from today. If the parties wish to file any further pleadings in this application, they may apply to the Arbitrator who shall take suitable decision.

7. Petition accordingly stands disposed.

(K.R. SHRIRAM, J.)