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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
INTERIM APPLICATION NO.364 OF 2019  
IN  
COMMERCIAL ARBITRATION PETITION (L) NO. 209 OF 2016**

Mohammed Faisal Mahmood Chunawala & Ors ....Petitioners

V/s.

M/s Reliance Home Finance Ltd. ....Respondent

Mr. Firoz J. Bharucha a/w Ms. Sana Shaikh i/b Abdul Razzaque Shaikh for  
Petitioner/Applicant;

Mr. M. B. Kale i/b GNP Legal for Respondent.

**CORAM : K.R.SHRIRAM, J.  
DATED : 22<sup>nd</sup> FEBRUARY 2021**

**PC. :**

1 This is an application for condonation of delay. Mr. Bharucha states that the award dated 10<sup>th</sup> June 2016 was received by applicant on 15<sup>th</sup> June 2016 and, therefore, the three months period under Section 34(3) of the Arbitration and Conciliation Act 1996, would expire on 15<sup>th</sup> September 2016, with a possibility of another 30 days being granted. Mr. Bharucha states that the petition was lodged on 14<sup>th</sup> October 2016, therefore, there is a delay of less than 30 days, which can be condoned.

2 At the outset, Mr. Kale states this application has been served on respondent only on 12<sup>th</sup> February 2021.

3 I have to note that the application itself has been taken out on 17<sup>th</sup> October 2019, more than three years after the petition was lodged and there is no explanation to speak about in the interim application, explaining why

for three years this application was not taken out. Moreover, there is no explanation for the delay in filing the petition, except bald statement that the change of advocates led to papers and proceedings being handed over to advocate for petitioner who filed the petition and the same resulted in some delay in filing the petition. A casual statement is also made that they have been informed that the delay can be condoned by this court since it is within the parameters prescribed by the Arbitration and Conciliation Act, 1996. Therefore, petitioner has assumed that the court would, as a matter of routine, condone every delay without petitioner having to explain the delay. Mr. Bharucha states that during the pendency of the arbitration, petitioner has paid certain amounts to respondent, which has not been reflected in the award and the Arbitrator has given the award for the entire amount claimed without giving credit to petitioner for the amounts paid. If what Mr. Bharucha states is correct, those points can be raised by petitioner in the execution application filed and the concerned court will decide on its merits.

Mr. Kale states that the amount paid has already been given credit to in the execution proceedings.

4 Admittedly, the entire amount has not been paid. According to Mr. Bharucha, about Rs.1.2 crores was paid during the arbitration proceedings. No amount has been paid after the award dated 10<sup>th</sup> June 2016 was passed and received by petitioner on 15<sup>th</sup> June 2016. I asked Mr. Bharucha, whether petitioner would deposit a sum of Rs.3 crores at least soon, because even a

farthing has not been paid for over 4 and ½ years. Mr. Bharucha requested the matter be kept back and then later stated that in view of the current financial condition, petitioner would require atleast 90 days to make the payment, which is not acceptable to the court.

5 In view of the fact that there is no explanation; (a) for the delay in taking out the interim application and (b) for the delay in filing the petition, except the bald statements as noted above, interim application stands dismissed.

6 The rights and contentions of petitioner in the execution application is expressly kept open since I have not considered those matters.

7 Since I have dismissed the interim application for condonation of delay, the petition does not survive and accordingly stands dismissed.

**(K.R. SHRIRAM, J.)**