

***IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION***

***APPEAL FROM ORDER NO.367 OF 2019
WITH
CIVIL APPLICATION NO.440 OF 2019***

M/s. New Redgelines Properties
Private Limited ...Appellants
Vs
Mr. Digamber Vithoba Lokegaokar ...Respondent
...

Mr. Rajender S. Saluja with Ms. Senia Singh for the Appellants.
Mr. Aakash Singh i/by Mr. A.M.Saraogi for Respondent.

CORAM : SANDEEP K. SHINDE J.
DATE : MARCH 29, 2022.

P.C. :

Heard learned counsel for the parties.

2 By impugned order dated 30th August, 2016 passed at interlocutory stage, appellants/defendants were directed to pay rent/compensation to the plaintiffs, then due in terms of agreement dated 17th October, 2007. Learned counsel for the appellants/developers does not dispute the agreement in question but would contend, that suit was not maintainable in view of the Clause

39 of the agreement, which provides for ‘dispute resolution mechanism’ through Arbitrator.

3 In consideration of the facts of the case, I am not inclined to interfere in the impugned order. However, appellants’ contention that suit itself was not maintainable shall be dealt with by the trial Court in accordance with law. Thus, keeping all the contentions of the parties open, appeal is disposed of including all the applications therein.

(SANDEEP K. SHINDE, J.)