

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 411 OF 2022
IN
ARBITRATION PETITION NO. 139 OF 2021**

Yunus Gause Khan	...Applicant
<i>In the matter between</i>	
Buildtech Global Associates & Ors	...Petitioners
<i>Versus</i>	
Buildtech Global Associates & Ors	...Respondents

Mr Pankaj R Thatte, for the Applicant/Original Respondent No. 1.
Mr PM Shah, with Dishang Shah, for the Original
Petitioner/Respondent.

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GAJAKOSH

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CORAM G.S. Patel, J.
DATED: 9th November 2022

PC:-

1. Heard. The Interim Application is thoroughly misconceived. On 14th December 2020, sitting singly, I made an order in an Arbitration Application under Section 11 which was tagged with an Arbitration Petition under Section 9. Parties had agreed to a reference to arbitration. The Petitioners/Applicants were Buildtech Global Associates and others. The 1st Petitioner/Appellant was Buildtech Global Associates, a partnership firm.

2. The Review Petitioner in this Interim Application says that what was not pointed out to the Court was that in a completely different Commercial IP Suit No. 594 of 2018 and associated proceedings filed by one Dr Naozer Baldawala, a private limited Company called Buildtech Lifespaces Private Limited and others were defendants. One of the parties was Buildtech Global Associates. The parties signed Consent Terms and inter alia agreed that Buildtech Global Associates would change its name. This name change was then effected and the partnership name was changed from Buildtech Global Associates to Stans Buildtech Global Associates.

3. The complaint before me is that in the Arbitration Application and Petition the 1st Applicant/Petitioner was still described as Buildtech Global Associates and not as Stans Buildtech Global Associates. On this basis, it is contented that my order of 14th December 2020 is liable to be reviewed and is allegedly void ab initio.

4. The submission is thoroughly misconceived. The Arbitration Application and Arbitration Petition had to be brought in the name of partnership firm as it stood at the time of the partnership deed which had the relevant arbitration clause. That was the only reason for initiating the arbitration proceedings in the name of Buildtech Global Associates.

5. It is sufficient to clarify that the rights and contentions of the Applicant today are in no way adversely affected by the change of

name, whether or not he has accepted or agreed to the change of name of the firm. All contentions in regard to the partnership firm, by whatever name called, remain intact and are for resolution in appropriate arbitration proceedings.

6. The Interim Application is disposed of accordingly. There will be no order as to costs.

(G. S. Patel, J)