

Vidya Amin

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMMERCIAL ARBITRATION PETITION NO. 294 OF 2022

Priya Vashdev Malkani .. Petitioner
Vs.
Thakur Mohandas Doultani .. Respondent

Mr. Pooniwala i/b. Mukund R. Jalgaonkar for the petitioner.
Mr. Sharique Nachan a/w. Chinmay Acharya for the respondent.

CORAM : G.S. KULKARNI, J.
DATE : JULY 15, 2022.

PC.:

1. Heard learned counsel for the parties on this Appeal filed under section 37 of the Arbitration and Conciliation Act assailing an interim order dated 14 April, 2022 passed by the learned sole arbitrator on an application filed under section 17 of the Act filed by the respondent. The limited grievance of the appellant is in regard to the directions made by the learned sole arbitrator wherein partnership firm M/s. Ankurdev Buildcom was permitted to repay two unsecured loans of the firm, namely, in favour of Smt. Reshma Sushil Mirchandani and Sita Ram Mirchandani as directed by the learned sole arbitrator in paragraph 8 of the impugned order. Such direction reads thus:

“8. The partnership firm M/s. Ankurdev Buildcon is permitted to repay unsecured loans of Rs.23,00,000/0 and Rs.22,00,000/- along with interest @ 12% p.a. from 1.4.2019 till the date of payment to Smt. Reshma Sushil Mirchandani and Shri Sita Ram Mirchandani from the said firm's Current Account No. 50200028229781 in HDFC Bank, Juhu Versova Link Road, Andheri (W) Branch. The claimant and the respondent are directed to sign the requisite cheques of the said account and/or sign and submit the requisite RTGS forms for repayment of the aforesaid 2 loans and interest thereon as also the covering letters to be addressed by the firm to the said two lenders. The claimant is also directed to obtain duly signed and stamped receipts and also duly signed discharge letters from the said two lenders stating that in view of repayment of the said loans and interest thereon, the firm has been discharged from all the liabilities towards the said lenders. The claimant is directed to ensure that

such receipts and letters are obtained simultaneously with repayment of the said loans and interest thereon by cheques/RTGS.”

2. The proceedings were heard for sometime yesterday and today. The grievance of the appellant being limited to the above directions as made by the learned sole arbitrator, learned counsel for the respondent, on instructions of his clients, fairly states that the respondent would not press for enforcement of the said directions of the learned sole arbitrator and such issue can be considered as an issue to be adjudicated at the final disposal of the arbitration proceedings and the final award to be made by the arbitral tribunal. All contentions of the parties on these issues are expressly kept open. It is also agreed between the parties that the parties shall cooperate in the early disposal of the arbitral proceedings so that the same are disposed of within a period of six months.

3. Accepting the stand taken on behalf of the respondent, the appeal would not warrant any further adjudication and hence the same is disposed of keeping open all contentions of the parties on merits of their contentions in the pending arbitral proceedings.

4. Needless to clarify that except for the order as noted above, rest of the impugned order passed by the arbitral tribunal shall remain undisturbed.

5. Disposed of. No costs

[G.S. KULKARNI, J.]