

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO.140 OF 2022

M/s. Neel Developers ... Petitioner
Vs.
M/s. Panvel Medical Research Centre ... Respondent

Ms. Gunjan Jayakar a/w. Mr. Sunil Jayakar and Mr. Miheer S. Jayakar for Petitioner.

Mr. Shardul Singh a/w. Ms. Sayali Sawant and Preet Chheda for Respondent.

CORAM : MANISH PITALE, J.

Reserved on : 19th JANUARY, 2023

Pronounced on: 06th MARCH, 2023

ORDER :

. In this petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the said Act) for appointment of arbitrator, in the light of the objections raised on behalf of the respondent, the questions that arise for consideration are - (i) whether the disputes between the parties can be referred to arbitration as per an arbitration clause in a Memorandum of Understanding (MoU) executed between the parties, when the petitioner seeks to assert rights arising from leave and licence agreements executed between the parties and in the light of the position of law that where special courts / fora are available for determination of such disputes, arbitration cannot be resorted to; (ii) whether arbitration clause in the MoU can be the basis for seeking appointment of arbitrator when the disputes pertain to leave and licence agreements, which do not contain arbitration clauses; and (iii) whether a single invocation of the arbitration clause found in the MoU can lead to appointment of an arbitrator in the context of the three leave and licence agreements?

2. The facts giving rise to the said questions are that the petitioner entered into three separate leave and licence agreements dated 10.09.2013, duly registered with the office of the Sub-Registrar, to induct the respondent as its licensee for occupying four premises, which include two flats and two office spaces located at Panvel, District Raigad, Maharashtra. The leave and licence agreements were for a period of 36 months, from 15th day of October 2013 to 14th day of October 2016. On the very same day, a document styled as a MoU was executed between the petitioner and the respondent. This MoU indicated the intention of the petitioner to permit the respondent to occupy the said premises for a period of 15 years, by executing leave and licence agreements for periods of three years. The MoU is a notarized document and admittedly, it does contain an arbitration clause.

3. In pursuance of the said documents executed between the parties, the respondent occupied the premises. It is significant that the aforementioned documents recorded the intention of the respondent to start medical facilities and research centre. It appears that disputes erupted between the parties, as a consequence of which, on 10.04.2021, the petitioner issued legal notices to the respondent through its advocates in respect of the said premises, by specifically referring to the three leave and licence agreements. By these legal notices, the petitioner terminated the leave and licence agreements and demanded outstanding amounts allegedly due from the respondent.

4. Thereafter, on 16.04.2022, the petitioner sent another legal notice and referred to the fact that the respondent, in reply to the earlier notices, had denied any liability and thereupon invoked clause 7 of the aforesaid MoU to appoint a retired District and Sessions Judge as the sole arbitrator to resolve the disputes between the parties. The respondent did not send any communication in response to the

invocation of the arbitration clause in the MoU, as a result of which, the petitioner filed the present petition.

5. The respondent appeared through counsel and the petition was taken up for hearing and disposal.

6. Ms. Gunjan Jayakar, learned counsel appearing for the petitioner submitted that the objections raised on behalf of the respondent in the present petition are all unsustainable and that the disputes between the parties ought to be referred to arbitration by appointment of a sole arbitrator.

7. It was submitted on behalf of the petitioner that although the registered leave and licence agreements were executed between the parties, in the facts of the present case, special court or forum constituted for resolution of disputes between licensor and licensee under any of the special legislations, was not available and that the dispute would therefore, have to be decided by an ordinary civil court in district Raigad where the properties are situated. It was submitted that the Maharashtra Rent Control Act, 1999 (Rent Control Act) would not apply to the present case. In this regard, the learned counsel for the petitioner specifically referred to - (i) definition of 'licensee' under Section 7(5) of the Rent Control Act; (ii) Section 24, which provides for entitlement of the landlord for recovery of possession of licensed premises; (iii) Section 21, which defines 'landlord'; and (iv) Section 47, which bars jurisdiction of civil courts and specifies that a competent authority appointed by the State government under the Act would have jurisdiction.

8. Learned counsel for the petitioner further submitted that a conjoint reading of the aforesaid provisions of the Rent Control Act would show that the respondent is not covered under the definition of

‘licensee’. It was further submitted that in the district of Raigad, provincial small causes courts have not been established under the provisions of the Bombay Civil Courts Act, 1869. Neither has the State Government exercised power to establish such courts nor has the High Court exercised power to invest powers and jurisdiction of small causes court on the civil judge senior division or civil judge junior division in district Raigad. On this basis, by referring to judgement of this Court in the case of *Radheshyam Vs. District Judge*, **2011 (1) Mh.L.J. 399**, learned counsel for the petitioner submitted that at Raigad, such a dispute would go only before the court of ordinary original civil jurisdiction as a regular civil suit governed by the procedure of the Code of Civil Procedure, 1908 (CPC). It was submitted that the moment the litigation between the parties goes to such a civil court by way of a regular civil suit, the position of law clarified by the Supreme Court in the case of *Vidya Drolia and others Vs. Durga Trading Corporation*, **(2021) 2 SCC 1**, would apply. In paragraph 79 of the said judgement, it is laid down by the Supreme Court that landlord-tenant disputes governed by the Transfer of Property Act are arbitrable, and therefore, the objection raised on behalf of the respondent to the effect that the disputes between the parties in the present case cannot be referred to arbitration as relationship of licensor or licensee is involved, cannot hold water. It was submitted that, therefore, the said objection deserved to be rejected.

9. Learned counsel for the petitioner further submitted that the MoU as well as the three leave and licence agreements were all executed on the same day. The MoU specifically refers to the parties entering into such leave and licence agreements, and therefore, the arbitration clause contained in the MoU certainly applies to the three leave and licence agreements and the disputes that have arisen in that context. It is

submitted that merely because the leave and licence agreements do not contain an arbitration clause, the invocation of arbitration would be bad as all the documents are linked with each other and they have to be read together. Learned counsel for the petitioner emphasized that as per the law laid down in the context of the object of the said Act, the Court is expected to facilitate alternative dispute redressal mechanism specifically agreed upon between the parties.

10. As regards invocation of the arbitration clause, it was submitted that since the three leave and licence agreements and the MoU are linked documents and disputes have arisen in the context of all the said documents, the notice issued on behalf of the petitioner invoking the arbitration clause is clearly justified and separate notices were not necessary in the context of each leave and licence agreement. On this basis, the learned counsel for the petitioner submitted that this Court ought to appoint a neutral arbitrator by exercising power under Section 11 of the said Act.

11. On the other hand, Mr. Shardul singh, learned counsel appearing for the respondent submitted that the position of law as regards non-arbitrability of specific disputes, including tenancy and eviction matters, was recognized in a series of judgements. He referred to the judgement of the Supreme Court in the case of *Natraj Studios (P) Ltd. Vs. Navrang Studios*, **(1981) 1 SCC 523**; judgements of this Court in the case of *Carona Limited Vs. Sumangal Holdings*, **(2007) 4 Mh.L.J. 551**, *ING Vysya Bank Ltd. Vs. Modern India Ltd.*, **2008 (2) Mh.L.J. 653**, Full Bench judgement of this Court in the case of *Central Warehousing Corporation Vs. Fortpoint Automotive Pvt. Ltd.*, **2010 (1) Mh.L.J. 658**; and a recent judgement of this Court in **Arbitration Petition (L) No.22526 of 2022** (*BXIN Office Parks India Pvt. Ltd. Vs. Kailasa Urja Pvt. Ltd.*) dated **20.08.2022**. By relying upon the aforementioned

judgements, learned counsel for the respondent submitted that certain disputes were found by the courts to be non-arbitrable, including disputes pertaining to criminal offences, matrimonial disputes, guardianship matters, testamentary matters and also tenancy or eviction matters.

12. It was submitted that in the present case, the nature of claims raised by the petitioner and the disputes arising between the parties pertain to leave and licence agreements. It was submitted that on the face of it, the said disputes fall under the category of non-arbitrable disputes, even if it was to be assumed for the sake of argument that an arbitration agreement existed between the parties. On this basis, it was submitted that as a matter of law, there was no reason why the present petition could be considered favourably.

13. As regards the provisions of the Rent Control Act, it was submitted that a proper interpretation of the relevant provisions would show that the same clearly applies to the facts of the present case. Learned counsel specifically referred to clauses in the three leave and licence agreements, whereby it is stipulated that the petitioner as the licensor would be entitled to recover possession of the premises from the respondent i.e. the licensee, by making an application to the competent authority as provided under Section 24 of the Rent Control Act. On this basis, it was submitted that the position of law referred to hereinabove applied on all fours and that the present petition deserved to be dismissed only on this ground.

14. Learned counsel for the respondent further submitted that none of the registered leave and licence agreements contained an arbitration clause. Admittedly, the claims sought to be raised by the petitioner and the disputes in that regard arose from the three registered leave and

licence agreements. The said agreements do not refer to the MoU executed on the same day, much less to the arbitration clause contained in the MoU. It was further submitted that the arbitration clause contained in the MoU, on a proper interpretation, shows that it may be available for resolution of disputes pertaining only to the MoU. Mere reference to the leave and licence agreement in the MoU would not suffice and in any case, it could not be said that there was incorporation of the arbitration clause by reference. Therefore, it was submitted that in the absence of an arbitration clause, the petitioner was not entitled to seek invocation of arbitration for resolution of disputes between the parties.

15. As regards the notice whereby arbitration was invoked, learned counsel for the respondent submitted that a single invocation by referring only to the arbitration clause in the MoU would not suffice, for the reason that the dispute pertained to three distinct registered leave and licence agreements, which did not contain an arbitration clause. In this regard, learned counsel for the respondent relied upon the judgement of the Supreme Court in the case of *Duro Felguera, S.A. Vs. Gangavaram Port Limited*, (2017) 9 SCC 729. Learned counsel further referred to the judgement of the Supreme Court in the case of **Vidya Drolia and others Vs. Durga Trading Corporation** (*supra*) and sought to demonstrate that the petitioner could not rely upon paragraph 79 thereof, to claim that arbitration could be invoked in the facts and circumstances of the present case.

16. Having heard learned counsel for the rival parties, this Court is of the opinion that the first question really goes to the root of the matter and an answer to the said question would decide as to whether the other two questions need to be considered at all.

17. The first question for consideration is the objection raised on behalf of the respondent that since the disputes between the parties concern their relationship of licensor and licensee, notwithstanding the existence of an arbitration clause in the MoU, the disputes cannot be referred to arbitration in the light of the position of law that such disputes can be decided only by the authorities / courts / fora constituted under the provisions of the rent control legislations. In the present case, this Court is concerned with the aforementioned Rent Control Act and much would turn on the interpretation of the provisions of the said Act. The provisions relevant for the present case are as follows: -

“2. Application:

(1) This Act shall, in the first instance, apply to premises let for the purposes of residence, education, business, trade or storage in the areas specified in Schedule I and Schedule II.

7(5) "Licensee", in respect of any premises or any part thereof, means the person who is in occupation of the premises or such part, as the case may be, under a subsisting agreement for license given for a license fee or charge; and includes any person in such occupation of any premises or part thereof in a building vesting in or leased to a co-operative housing society registered or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960 (Mah.XXIV of 1961) but does not include a paying guest, a member of a family residing together, a person in the service or employment of the licensor, or a person conducting a running business belonging to the licensor or a person having any accommodation for rendering or carrying on medical or Para-medical services or activities in or near a nursing home, hospital, or sanatorium or a person having any accommodation in a hotel, lodging house, hostel, guest house, club, nursing home, hospital, sanatorium, dharmashala. home for widows, orphans or like premises, marriage or public hall or like premises, or in a place of amusement or entertainment or like institution, or in any premises belonging to or held by an employee or his spouse who on account of exigencies of service or provisions of residence attached to his or her post or office is temporarily not occupying the premises, provided that he or she charges license fee or charge for such premises of the employee or spouse not exceeding the standard rent and permitted increase for such premises, and any

additional sum for service supplied with such premises or a person having accommodation in any premises or part thereof for conducting a canteen, creche, dispensary or other services as amenities by any undertaking or institution; and the expressions "license", "licensor" and "premises given on license" shall be construed accordingly.

7(9) "premises" means any building or part of a building let or given on license separately (other than a farm building) including, -

- (i) the gardens, grounds, garages and out-houses, if any, appurtenant to such building or part of a building,
- (ii) any fittings affixed to such building or part of a building for the more beneficial enjoyment thereof,

but does not include a room or other accommodation in a hotel or lodging house;

24. Landlord entitled to recover possession of premises given on licence on expiry:

“(1) Notwithstanding anything contained in this Act, a licensee in possession or occupation of premises given to him on license for residence shall deliver possession of such premises to the landlord on expiry of the period of license; and on the failure of the licensee to so deliver the possession of the licensed premises, a landlord shall be entitled to recover possession of such premises from a licensee, on the expiry of the period of license, by making an application to the Competent Authority, and, the Competent Authority, on being satisfied that the period of license has expired, shall pass an order for eviction of a licensee.

(2) Any licensee who does not deliver possession of the premises to the landlord on expiry of the period of license and continues to be in possession of the licensed premises till he is dispossessed by the Competent Authority shall be liable to pay damages at double the rate of the license fee or charge of the premises fixed under the agreement of license.

(3) The Competent Authority shall not entertain any claim of whatever nature from any other person who is not a licensee according to the agreement of license.

Explanation- For the purposes of this section,-

- (a) the expression “landlord” includes a successor-in-interest who becomes the landlord of the premises as a result of

death of such landlord; but does not include a tenant or a sub-tenant who has given premises on license;

- (b) an agreement of license in writing shall be conclusive evidence of the fact stated therein.”

33. Jurisdiction of Courts:

(1) Notwithstanding anything contained in, any law for the time being in force, but subject to the provisions of Chapter VIII, and notwithstanding that by reason of the amount of the claim or for any other reason, the suit or proceeding would not, but for this provision, be within its jurisdiction, -

- (a) in Brihan Mumbai, the Court of Small Causes, Mumbai,
- (b) in any area for which a Court of Small Causes is established under the Provincial Small Cause Courts Act, 1887 (IX of 1887) such court, and
- (c) elsewhere, the court of the Civil Judge (Junior Division) having jurisdiction in the area in which the premises are situate or, if there is no such Civil Judge, the court of the Civil Judge (Senior Division) having ordinary jurisdiction,

shall have jurisdiction to entertain and try any suit or proceeding between a landlord and a tenant relating to the recovery of rent or possession of any premises and to decide any application made under this Act (other than the applications which are to be decided by the State Government or an officer authorized by it or the Competent Authority); and subject to the provisions of sub-section (2), no other court shall have jurisdiction to entertain any such suit, proceeding, or application or to deal with such claim or question.

- (2) (a) Notwithstanding anything contained in clause (b) of sub-section (1), the District Court may at any stage withdraw any such suit, proceeding or application pending in a Court of Small Causes established for any area under the Provincial Small Causes Courts Act, 1887 (IX of 1887), and transfer the same for trial or disposal to the Court of the Civil Judge (Senior Division) having ordinary jurisdiction in such area;
- (b) where any suit, proceeding or application has been withdrawn under clause (a), the Court of the Civil Judge (Senior Division) which thereafter tries such suit,

proceeding or application, as the case may be, may either re-try it or proceed from the stage at which it was withdrawn;

- (c) The Court of the Civil Judge trying any suit, proceeding or application withdrawn under clause (a) from the Court of Small Causes, shall, for purposes of such suit, proceeding or application, as the case may be, be deemed to be the Court of Small Causes.

37. Procedure of Courts:

The Courts specified in sections 33 and 34 shall follow the prescribed procedure in trying and hearing suits, proceedings, applications and appeals and in executing orders made by them.

40. Appointment of Competent Authority:

(1) The State Government may, by notification in the *Official Gazette*, appoint one or more persons to be called Competent Authority for the purpose of exercising the powers conferred, and for performing the duties imposed, on him under this Act in such local area as may be specified in the said notification; and one or more such Competent Authorities may be appointed for one or more such local areas.

(2) A person to be appointed as a Competent Authority shall be one-

- (a) who is holding or has held an office, which in the opinion of the State Government, is not lower in rank than that of a Deputy Collector; or
- (b) who is holding or has held a post of a Civil Judge, Junior Division; or
- (c) who has been for not less than five years an Advocate, enrolled under the Advocates Act, 1961 (25 of 1961).

42. Special provisions for making application to Competent Authority by landlord to evict tenant or licensee:

Notwithstanding anything contained in this Act or any other law for the time being in force or any contract to the contrary or any judgement or decree or order of any court, but subject to the provisions of section 22 or 23 or 24 as the case may be; a landlord may submit an application to the Competent

Authority, signed and verified in a manner provided in rules 14 and 15 of Order VI of the First Schedule to the Code of Civil Procedure, 1908, as if it were a plaint, to the Competent Authority having jurisdiction in the area in which the premises are situated, for the purpose of recovery of possession of the premises from the tenant or licensee, as the case may be.

47. Bar of jurisdiction:

Save as otherwise expressly provided in this Act, no civil court shall have jurisdiction in respect of any matter which the Competent Authority or the State Government or an officer authorised by it is empowered by or under this Act, to decide, and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power so conferred on the Competent Authority or the State Government or such Officer.”

18. Learned counsel appearing for the petitioner has placed much emphasis on two aspects. Firstly, that the respondent would not be covered under the definition of ‘licensee’ under Section 7(5) quoted hereinabove, for the reason that the premises in question in the present case were admittedly let out to the respondent for running medical facilities and research centre. Secondly, learned counsel for the petitioner has relied upon Section 24 of the Rent Control Act to claim that the same provides for recovery of possession of only residential premises and since in the present case, the premises were let out for running medical facilities and research centre, the petitioner would not be able to invoke the aforesaid provision for seeking relief against the respondent. On this basis, it is claimed that the Rent Control Act, as a special legislation, would not apply and that therefore, the arbitration clause can certainly be resorted to, notwithstanding the position of law upon which the respondent has placed reliance.

19. In order to examine the said contention raised on behalf of the petitioner, it would be necessary to interpret the above quoted relevant

provisions of the Rent Control Act. Much emphasis is placed on behalf of the petitioner on the fact that the definition of 'licensee' specifically mentions that it would not include a person having any accommodation for rendering or carrying on medical or paramedical services or activities in or near a nursing home. In the present case, it is contended on behalf of the petitioner that since the respondent took the premises under the leave and licence agreements for providing medical services and research, the respondent could not be included under the definition of 'licensee' under the Rent Control Act.

20. This Court is of the opinion that the definition of 'licensee' under Section 7(5) of the Rent Control Act has to be read as a whole and in the proper perspective. The opening words of the definition of 'licensee' refers to a person in occupation of premises or part thereof. Section 7(9) of the Rent Control Act defines 'premises' to mean 'any building or part of a building let or given on licence'. In the present case, the respondent is in occupation of the subject premises on the strength of the three registered leave and licence agreements. Insofar as the exclusionary portion of Section 7(5) of the Rent Control Act is concerned, the words on which the petitioner relies are 'a person having any accommodation for rendering or carrying on medical or paramedical services or activities in or near a nursing home'. It is significant that the reference to such a person rendering or carrying on medical or paramedical activities is to be read in conjunction with the words 'in or near' a nursing home, hospital etc. Upon properly construing the said words in the context of the entire definition of 'licensee' given in Section 7(5) of the Rent Control Act, this Court is unable to agree with the learned counsel for the petitioner that the respondent in the present case stands excluded from the definition of 'licensee'.

21. Learned counsel for the petitioner has also placed much emphasis

on Section 24 of the Rent Control Act, which lays down the entitlement of the landlord to recover possession of premises given on licence.

22. Although sub-section (1) of Section 24 of the Rent Control Act does refer to the licensee being in possession of premises given to him on licence for residence, that in itself cannot lead to a conclusion that in the facts of the present case, the petitioner would not be able to invoke the said provision. A perusal of Section 2 of the Rent Control Act shows that the said Act applies to premises let out for the purposes of business and trade also, in the areas specified in Schedules I and II. The area of Panvel Municipal Council, District Raigad, where the subject premises and situate, is included in Schedule I to the Rent Control Act. Section 42 of the Rent Control Act further provides special provisions for recovery of possession of the premises from a licensee. Thus, the said contention raised on behalf of the petitioner cannot be accepted. Although it may not be the deciding factor, it is relevant that in all the three registered leave and licence agreements, there is a specific clause stipulating that the petitioner would be entitled to have recourse to Section 24 of the Rent Control Act for seeking reliefs, if at all disputes arose between the parties.

23. Therefore, this Court is of the opinion that the Rent Control Act does apply to the parties before this Court, in the context of the registered leave and licence agreements executed between them. The said Act provides for special procedure for disposal of applications under Section 42 of the Rent Control Act, which specifically refers to licensee and Section 47 thereof specifically bars jurisdiction of the civil court in respect of any matter upon which the competent authority has jurisdiction.

24. Learned counsel for the petitioner had argued extensively on the

non-availability of small causes court in Raigad district and that this Court had not exercised powers to bestow the court of civil judge junior division or senior division with the powers of the small causes court, to contend that the petitioner would have to approach the ordinary civil court. For this proposition, learned counsel placed reliance on the judgement of this Court in the case of **Radheshyam Vs. District Judge** (*supra*).

25. In the said judgement this Court observed that in the absence of establishment of small causes court or this Court investing jurisdiction of small causes court in a civil judge, a suit would have to be filed before the civil judge as a regular civil suit governed by the provisions of the CPC. It is on the basis of this observation that the learned counsel for the petitioner has relied on paragraph 79 of the judgement of the Supreme Court in the case of **Vidya Drolia and others Vs. Durga Trading Corporation** (*supra*). In the said judgement, the Supreme Court has held as follows: -

“79. Landlord-tenant disputes governed by the Transfer of Property Act are arbitrable as they are not actions in rem but pertain to subordinate rights in personam that arise from rights in rem. Such actions normally would not affect third-party rights or have *erga omnes* affect or require centralized adjudication. An award passed deciding landlord-tenant disputes can be executed and enforced like a decree of the civil court. Landlord-tenant disputes do not relate to inalienable and sovereign functions of the State. The provisions of the Transfer of Property Act do not expressly or by necessary implication bar arbitration. Transfer of Property Act, like all other Acts, has a public purpose, that is, to regulate landlord-tenant relationships and the arbitrator would be bound by the provisions, including provisions which enure and protect the tenants.”

26. In the first place, under Section 33(1)(c) of the Rent Control Act, where small causes court is not established the Court of Civil Judge

(Junior Division) having jurisdiction in the area in which the premises are situate or if there is no such civil judge, the Court of Civil Judge (Senior Division) having ordinary jurisdiction exercises jurisdiction. Even otherwise, it is evident that the observation of the Supreme Court is in the context of landlord-tenant disputes under the Transfer of Property Act, which have been held to be arbitrable. In the present case, this Court has found hereinabove that the Rent Control Act applies and therefore, there is no question of the relationship between the parties being that of landlord-tenant under the Transfer of Property Act. This is particularly so in the backdrop of the three registered leave and licence agreements executed between the parties. Therefore, reliance placed on judgement of the Supreme Court in the case of **Vidya Drolia and others Vs. Durga Trading Corporation** (*supra*), is misplaced.

27. Once it is found that the relationship between the parties, on the strength of the registered leave and licence agreements, is covered under the Rent Control Act, the position of law on which the learned counsel for the respondent has placed reliance applies in full force.

28. The Supreme Court, as far back as in 1981, held in the case of **Natraj Studios (P) Ltd. Vs. Navrang Studios** (*supra*) that, public policy requires that the parties cannot be permitted to contract out of the legislative mandate, which requires certain kinds of disputes to be settled by special courts constituted by the Act. This was in the context of the Rent Act then applicable in Bombay.

29. The said position has been consistently followed by this Court in the cases of **Carona Limited Vs. Sumangal Holdings** (*supra*), **ING Vysya Bank Ltd. Vs. Modern India Ltd.** (*supra*) and the Full Bench judgement of this Court in the case of **Central Warehousing Corporation Vs. Fortpoint Automotive Pvt. Ltd.** (*supra*). The Full

Bench reiterated the position of law, by holding that arbitration agreements in such cases would be invalid and inoperative on the principle that it is against public policy to allow the parties to contract out of exclusive jurisdiction of courts under the special Act applicable to the parties.

30. In a recent judgement of this Court in the case of **BXIN Office Parks India Pvt. Ltd. Vs. Kailasa Urja Pvt. Ltd.** (*supra*), a learned Single Judge of this Court reiterated the position of law and held that the procedure of arbitration would not be available. This was held in the context of maintainability of a petition filed under Section 9 of the said Act. It was held that this Court would have no jurisdiction to entertain such a petition in the light of the fact that the relationship between the parties was governed by legislation in the context of eviction and such matters, were amenable to jurisdiction of only such authorities as specified in the special legislations.

31. Thus, the first question arising for consideration in this petition has to be answered against the petitioner. In this situation, even if the arbitration clause in the MoU is to be held as applicable to the disputes between the parties arising from the leave and license agreements and even if single notice of invocation is to be accepted, in the light of the facts of the present case, the arbitration clause is rendered inoperative.

32. In view of the above, the present petition stands dismissed.

(MANISH PITALE, J.)