

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

**WRIT PETITION NO.1892 OF 2020
WITH
INTERIM APPLICATION NO.13955 OF 2023**

Anand Eknath Kakad

..... Petitioner

Vs.

Union of India and Anr.

..... Respondents

Mr.Anil Mardikar, Senior Advocate a/w Mr.Gaurav Belsare a/w Mr.Amey Deshpande for Petitioner.

Ms.Shehnaz V. Bharucha for the Respondent No.1-Union of India

Mr.Chirag Modi a/w Mr.Sunil Gangan and Mr.Swapnil Shikhare i/b M/s.RMG Law Associates for the Respondent no.2

**CORAM: SUNIL B. SHUKRE, J. &
 FIRDOSH P. POONIWALLA, J.
DATED : 12th SEPTEMBER 2023**

P.C.:

1. We have heard this matter at length. However, we have come to the conclusion that since there are disputed questions of fact and there is also a clause for resolution of the dispute which arises from the dealership agreement through arbitration mode, it would be appropriate for the parties to take recourse to the alternate mechanism of dispute resolution through the arbitration, in terms of Clause 27 of the dealership agreement dated 29th November 2004.

2. We accordingly grant liberty to the parties to move an Application under section 11 of the Arbitration and Conciliation Act, 1996 for appointment of Arbitrator in terms of Clause 67. Formal notice of invocation of the Arbitration proceedings is dispensed with and parties are directed to appear before the Court in terms of private notice to be given by the Petitioner to the Respondents.
3. Respondent Corporation shall not raise an issue of limitation in the matter. However, contention of the parties are kept open.
4. We also grant liberty to the Petitioner to pursue his own remedy in order to assert his rights in the lease agreement in accordance with law.
5. Writ Petition is disposed of.
6. In view thereof, Interim Application does not survive. Same is also disposed of.

(FIRDOSH P. POONIWALLA, J.)

(SUNIL B. SHUKRE, J.)