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Arb. O.P. (Com. Div.) No.229 of 2023

Arb. O.P. (Com. Div.) No.229 of 2023
and
O.A. No.324 of 2023

ABDUL QUDDHOSE, J.

This petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 seeking for appointment of an Arbitrator.

2. Admittedly, the written sale agreement is only between the petitioner and the 1st respondent. The 2nd respondent is admittedly not a party to the sale agreement. The written sale agreement entered into between the petitioner and the 1st respondent contains an arbitration clause. However, the petitioner in the petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 before this Court would contend that the said arbitration clause is binding on the 2nd respondent also. No documentary evidence has been placed before this Court by the petitioner to prove that the arbitration clause found in the sale agreement entered into between the petitioner and the 1st respondent is also binding on the 2nd respondent.

3. The learned counsel for the 2nd respondent would submit that there was no agreement whatsoever whether oral or in the written form



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with the petitioner or the 1st respondent for the sale of the subject property. The said statement is recorded.

4. When this Court had pointed out to the learned counsel for the petitioner that the arbitration clause found in the sale agreement will not bind the 2nd respondent, the learned counsel for the petitioner sought permission of this Court to withdraw this petition as well as the application. But however sought liberty for the petitioner to approach the Civil Court and file appropriate applications in the said Civil Suit as and when filed including the application for perjury, alleged to have been committed by the 2nd respondent, which is categorically disputed by the 2nd respondent, as seen from the submissions made by the learned counsel for the 2nd respondent. He has also made an endorsement to that effect. Accordingly, this petition as well as the application are both dismissed as withdrawn. However, liberty as prayed for is granted to the petitioner and liberty is also granted to the respondent to raise whatever objections they have with regard to the proposed suit as well as the proposed applications to be filed by the petitioner.

17.08.2023

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