

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

**COMMERCIAL ARBITRATION APPLICATION NO.80 OF 2024
WITH
INTERIM APPLICATION (L) NO.10374 OF 2025
IN
COMMERCIAL ARBITRATION APPLICATION NO.80 OF 2024**

Saryu Dhirajlal Mayani And Anr.

Partners Of Manoj And Co.

....Applicants

Versus

M/s Manoj And Co. & Ors

....Respondents

WITH

ARBITRATION APPLICATION NO.232 OF 2024

Jyoti D Thakkar & Ors.

....Applicants

Versus

Manoj And Co. & Ors.

....Respondents

Mr. Sarthak Shukla *i/b. Ashwin Ankhad & Associates, Advocate for Applicants.*

Ms. Vidhi Mehta *i/b. Hemal Ganatra, Advocate for Respondent No.5 in CARAP/80/2024 and for Applicant in ARBAP/232/2024.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JULY 17, 2025

ORDER :

1. Interim Applications in Commercial Arbitration Application No. 80 of 2024, which are for bringing on record a certain Partnership Deed which had been left out when the Application was first filed, and

to bring on record one of the Respondents, are allowed. Liberty to carry out the changes in front of the Associate. Re-verification is dispensed with.

2. It is made clear that the reference to arbitration is as if the Applications have already been amended.

3. Despite the Arbitration Application No.232 of 2024 not having an interim application for making the same amendments, since the Respondents have no quarrel with the amendment being allowed in the same manner as done in the other application, the same substitution by way of bringing on record legal heirs is deemed to apply to the reference made under Arbitration Application No. 232 of 2024 as well.

4. Both the captioned Applications have been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an Partnership Deed dated April 1, 1978 (***“Agreement”***). The arbitration agreement is contained in Clause 17 (Found at Page No. 32 of the Application) of the Agreement. In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

5. Learned Counsel for the Respondents has no quarrel to proceed to the arbitration forthwith, particularly since the very same parties are already engaged in arbitration before the Learned Sole Arbitrator.
6. In these circumstances, both these proceedings are hereby ***finally disposed of***, appointing the very same arbitrator in the following terms:

A] Mr. Firoz Bharucha, an advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above;

Office Address :- 201, Savla Chambers, 40, Cawasji Patel
Street, Mumbai – 400 001

Email :- firozbharucha@gmail.com

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of upload of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C] The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from receipt of a copy of this Order;

D] The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated, to

obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

E] All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

7. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

8. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]