
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 560 OF 2024

Tulsidas Khimji Warehousing Pvt. Ltd. ...Petitioner

Versus

Vrutti Bhatt ...Respondent

Mr. Mukesh Vashi, a/w Jaineel Vashi, i/b M/s. M.P. Vashi & Associates, for the Petitioner.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 21, 2025

PC :

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“***the Act***”). On the last occasion, i.e. on January 13, 2025, this matter was stood over to January 20, 2025 to give one more opportunity to the Respondent to present its say.

2. At the threshold, Learned Counsel for the Petitioner submits that the spelling of the word “seize” which ought to have been used in prayer Clause (a) has been wrongly spelt as “cease”. Liberty to effect corrections in front of the Associate.

3. Today when the matter is called out, a service affidavit dated

January 17, 2025, demonstrating yet another service on the Respondent has been filed and the same has been taken on record. Satisfied that the Respondent has been served, I proceeded to consider the matter. The facts of the case are rather peculiar. The Petitioner provides warehousing services while the Respondent is a transporter, who avails of warehousing services. Learned Senior Counsel on behalf of the Petitioner submits that the warehouse had been made available pursuant to a warehousing agreement dated July 1, 2023 (page 30 of the Petition), which contains an arbitration agreement in Clause 23 (page 48 of the Petition). It is evident that the arbitration agreement between the parties is in existence and the disputes and differences exists.

4. On November 13, 2024 the Petitioner indeed invoked arbitration and sought consent of the Respondent to appoint a Sole Arbitrator, although the arbitration agreement entails a three member arbitral tribunal. Not only has the invocation not been responded to, but also none has appeared for Respondent, despite service of this Petition, on any of the occasions when the matter has been listed.

5. In these circumstances, Learned Senior Counsel requests for appointment of Court Receiver to seize the goods of the Respondent

currently stored in the warehouse and to appoint the Petitioner as an agent of the receiver.

6. In the peculiar facts and circumstances of the case, ad-interim relief in the form of instructing the Court Receiver to take possession of the goods placed by the Respondent in the warehouse of the Petitioner and to make an inventory of the same, and thereafter to appoint the Petitioner as an agent of the Court Receiver is hereby passed. It is also made clear that once the Court Receiver takes possession of the goods currently stored, the Respondent is enjoined from placing any further goods within the warehouse until the next date of hearing.

7. Stand over to ***February 14, 2025*** under the caption “***For Interim Relief- Section 9***”. It is expected that the Petitioner shall apprise the Court on that date about the status of the arbitral proceedings.

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.]

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