

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION APPLICATION (L) NO. 36642 OF 2024

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION (L) NO. 1120 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION NO. 26 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION NO. 24 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION NO. 27 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION NO. 25 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION NO. 21 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION NO. 32 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

**ALONGWITH
ARBITRATION APPLICATION NO. 23 OF 2025**

Mohan Tolaram Kukreja ...Applicant

Versus

Sunil Tolaram Kukreja and Ors. ...Respondents

Mr.Ranjeev Carvalho a/w *Mr. rishab Murali* a/w *Ms. Sakshi Agarwal*
i/b Mr. Bipin Joshi for the Applicants.

Mr.Lalan Gupta a/w *Ms. Atika Vaz, Ms. Anumeha Karnatak, Adv.*
Madri Chandka and Mr. Eeshan Sonak i/b Shardul Amarchand
Mangaldas & Co. for the Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : FEBRUARY 10, 2025

PC :

1. On the last occasion, Learned Counsel for the parties had agreed that all disputes across all firms owned and managed by them in the ownership pattern described in the last order could be brought under the ambit of the same arbitration. The matter was listed for today after they had a chance to consider the position.

2. Today, when the matter is called out, Learned Counsel for the parties jointly submit the following terms of their consent to proceed to a comprehensive arbitration across firms. The parties have tendered a draft of the terms that they have agreed upon – the following order is therefore, passed by the consent of the parties:-

A) The present Arbitration Applications have been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (“***the Act***”), seeking the appointment of an Arbitrator to adjudicate the disputes and differences between the Parties, who are Partners in the following Partnership Firms, arising out of their respective Partnership Deeds, each of which has an Arbitration Clause:

Sr. No.	Name of Firm	Partnership Deed dated	Arbitration Application No.
1.	STK Corporation	2 nd May 2018	21/2025
2.	Tolaram & Co.	2 nd May 2018	23/2025
3.	Iycon Modi Infra	1 st April 2018	24/2025
4.	Sunny & Co.	1 st April 2018	25/2025
5.	Priya Enterprises	1 st April 2018	26/2025
6.	Omprakash & Co.	1 st April 2018	27/2025
7.	Ganga Developers	4 th January 2017	32/2025
8.	Motiram Tolaram	31 st January 2017	(L) 36642/ 2025
9.	Chembur Trading Corporation	1 st April 2018	(L) 1120/ 2025

B) The Applicant Mohan Tolaram Kukreja and Defendant No. 2, Sunil Tolaram Kukreja are brothers and lead persons of applicants and respondents respectively. All of the above Partnership Firms are their family firms.

C) By an Order dated January 23, 2025 in Commercial Arbitration Petition No.28 of 2025, this Court has already referred disputes between the Mohan Group and Sunil Group in respect of the

Partnership Firm Kukreja Construction Company, also a part of the Kukreja Group, to a resolution by arbitration by appointing Chief Justice (Retd.) Akil Kureshi as Sole Arbitrator.

D) The Parties to the present Applications are desirous of and have consented to refer the disputes and differences arising out of the Firms and Partnership Deeds mentioned in the table at Paragraph 1 above, also to arbitration to the same Learned Arbitral Tribunal.

E) In light of the aforesaid, at the instance of and with the consent of Parties, the following Order is passed:

- I) Chief Justice (Retd.) Akil Kureshi 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 Firms and Partnership Deeds mentioned in the table above.
- II) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant/s within a period of one week from today. The Applicant/s shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order.
- III) 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 and the same be filed with the Registry of this Court.
- IV) The disputes and differences arising out of each of the aforementioned Firms and Partnership Deeds shall be adjudicated separately under a common Arbitral Reference by the Arbitral Tribunal. The Parties hereto consent that the

Arbitral Tribunal shall be at liberty to dispose of the Arbitral Reference by making a composite Arbitral Award, after adjusting the amounts payable *qua* each Firm against each other.

- V) The Parties have mutually agreed that any Arbitral Award that may be made by the Arbitral Tribunal shall be enforceable against Mr. Mohan Tolaram Kukreja and Mr. Sunil Tolaram Kukreja as the case may be and not against any other family members. Only in the unfortunate event of either brother passing away shall the proceedings be continued or Award be enforced against their legal heirs, as the case may be.
- VI) 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.
- VII) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the Parties (Applicants and Respondents) equally in the first instance, and shall be subject to any final Award/s that may be made by the Arbitral Tribunal in relation to costs.

3. In view of the aforesaid agreed terms, all these applications are disposed of in the aforesaid terms, since the parties have consensus that all the disputes between them across all partnership firms covered by these Applications hitherto referred to the arbitration shall be adjudicated by the very same Learned Arbitral Tribunal for dispute resolution. It is made clear that all further instructions how to structure the proceedings would be at the sole discretion of the Learned Sole Arbitrator appointed hereby.

4. All Applications are hereby ***finally disposed of*** in the aforesaid terms.

5. 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.]