
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
Commercial Arbitration Petition NO. 153 OF 2025**

Nishadh Gandhi & Anr.

...Petitioner(s)

Versus

Rohit Kambhiri & Anr.

...Respondent(s)

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Mr.Yash Momaya a/w *Mr. Bharat Jain & Mr. Kavish Arora i/by IC Legal,*
for Petitioner(s).

None for Respondent(s).

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : April 30, 2025

P. C.

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“*the Act*”).

2. Since, despite service having been effected multiple times, none appears for the Respondent, it would be appropriate to grant *ad-interim* reliefs in terms of prayer clause (a-i) and (a-ii) of the Petition. Learned Counsel for the Petitioner points me to Exhibit D of the Petition under which, he would submit that amounts are owed by the Limited Liability Partnership to multiple parties as listed in the said Exhibit. He submits that he has deposited his share of the amounts due to these parties. Since the Limited

Liability Partnership is short of funds and to ease its cash flows, he is willing to fund it to the extent of his share of the amounts due and payable to third parties under Exhibit D.

3. Be that as it may, since it is payment to third parties that is sought to be secured in terms of the disputes and differences between the partners to the LLP, it would be appropriate to grant *ad-interim* relief in terms of prayer clauses (a-i) and (a-ii) of the Petition, which read thus:

(i) this Hon'ble Court be pleased to direct the Respondents to deposit 50% of Rs.1,00,12,244/- (Rupees One Crore Twelve Thousand Two Hundred Forty-Four Only) in the bank account of the said LLP for making the payments to the Vendors/Creditors (excluding Ruby and R&C) as mentioned in Exhibit-C;

(ii) this Hon'ble Court be pleased to restrain the Respondents and/or any persons claiming through and/or under them by a temporary order and injunction from acting in contravention of the said LLP Agreement and/or detrimental to the interest of the said LLP;

4. The Respondents shall be entitled to approach this Court and seek vacation, variation or modification of this order. Needless to say, it is expected that the Petitioner will invoke arbitration and if the arbitration agreement is not acted upon by the Respondent, file an application under

Section 11 of the Act. Let the same be done before the next date. Tag along with the Section 11 Application to be so filed and list on ***June 18, 2025***.

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.]