
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. ARBITRATION PETITION NO. 411 OF 2024

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VIJAY JAGMOHANDAS ENGINEER ...Petitioner
Versus
KAVISH S. ENGINEER ...Respondent

Petitioner was represented, but appearance has not been submitted.

CORAM : SOMASEKHAR SUNDARESAN, J.
Date : February 7, 2025

P. C.

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (“*the Act*”) seeking urgent *ad-interim* reliefs in connection with the disputes and differences between the partners of a firm titled M/s. Textile Wood & Engineering Works arising out of the Partnership Deed dated May 8, 2023 which is found at Page 32 of the Petition. The arbitration agreement between the the partners is set out at Clause 15 of the Partnership Deed and is found at Pages 41 and 42 of the Petition.

2. Evidently, all disputes and differences among the partners in connection with any of the assets of the Partnership Firm or in respect of any

matter relating to the business or affairs of the Partnership Firm, would be amenable to arbitration. The share of the partners is set out at Clause 8 of the Partnership Deed. The Petitioners are two partners, who collectively have a 70% interest in the firm, and the Respondent is a partner having a 30% share in the Firm.

3. It is seen from the record that a cumulative amount of Rs. 2,45,97,500/- was due to the Partnership Firm from a company called the Indian Plywood Manufacturing Company Private Limited. Cheques are said to have been collected by the Respondent on behalf of the Partnership Firm from the aforesaid counterparty and it appears to have been encashed in an account opened in the name of the Partnership Firm, but outside the control of the Partners. Put differently, the allegation is of fraud and siphoning by the Respondent, of monies that ought to have been received by the Partnership Firm.

4. It is also evident that police complaint has been made and in the course of investigations by the police, a letter dated February 27, 2024 has been signed by the Respondent stating that he is desirous of handing over the other two partners' share of such amount after certain deductions. In a nutshell, *prima facie*, it is evident that the monies of the Firm are with him.

There are allegations about the Firm's interests being undermined because of a fraudulent bank account, which is opened in ICICI bank in the name of the very same Partnership Firm. ICICI Bank is the very bank with which the Firm has its banking relationship.

5. In these circumstances, Learned Counsel for the Petitioner seeks urgent *ad-interim* relief in terms of prayer clauses (a) to (e) set out in the Section 9 Petition. It is seen from the service affidavit placed on record that the Respondent has refused to accept the service of Section 9 Petition.

6. Taking into account in the account, the *prima facie* case made out and the material on record, *ad-interim* relief shall follow in terms of prayer clauses (a), (b) and (c), which read thus :

(a) *Be pleased to direct the Respondent to deposit the amount of Rs. 2,45,97,500/- (Rupees Two Crores Forty Five Lakhs Ninety-Seven Thousand Five Hundred only) in the bank account of the partnership firm;*

(b) *Be pleased to direct all the Respondent to disclose on oath all the movable and immovable assets/properties of each of the Respondent herein;*

(c) *Be pleased to direct all the Respondent inter alia to disclose on oath the following :*

i. The details of all bank accounts of all the Respondent along with certified statement for last three financial years till date, of the said accounts,

ii) The details of all investments in share, stocks and debentures or any other investments of all the Respondent,

iii) The Income Tax Returns of all the Respondent for last three years.

7. The Respondent shall be entitled to approach this Court seeking variation, vacation or modification of the aforesaid *ad-interim* relief within a period of two weeks from the date on which this order is uploaded on the website of this Court.

8. With the aforesaid directions, list on ***February 28, 2025***, under the caption, “***Final Hearing-Section 9***”.

9. 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.]