

rajshree

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO.826 OF 2024**

Mafatlal Industries Ltd.] .. Petitioner

vs.

Mark Enterprises & Ors.] .. Respondents

ALONGWITH

**COMMERCIAL ARBITRATION APPLICATION NO.607 OF 2025
(SR.NO.960)**

Mafatlal Industries Ltd.] .. Petitioner

vs.

Mark Enterprises & Ors.] .. Respondents

Mr.Ranjeev Carvalho a/w Pranav Nair, Abhineet Sharma and Riya Gokalgandhi i/b Chambers of Abhineet for the Petitioner/Applicant.

CORAM : BHARATI DANGRE, J

DATE : 18th DECEMBER, 2025

P.C.

1 At the outset, Mr. Carvalho the learned counsel representing the Petitioner seek leave to amend the prayer clause in the wake of the draft amendment as he seek disclosure from the Respondents. Leave granted. Amendment is permitted to be carried out forthwith. Re-verification stands dispensed with.

The learned counsel Mr. Carvalho representing the Petitioner by relying upon the Affidavit of Service would submit that though Respondent No.1 is served, there is no appearance on its behalf. An

attempt is also made to serve notice upon Respondent Nos.2 to 6, partners of Respondent No.1, and though the notice is delivered to Respondent Nos.3 and 4, as far as Respondent Nos.5 and 6 are concerned, the noting record that "No such person reside on the address".

In the wake of aforesaid, the Petitioner is permitted to serve notice as regard Section 9 Petition as well as Section 11 Application, upon all the Respondents through substituted mode of service by publishing the notice in two widely circulated Newspapers, in Nashik and Mumbai, indicating the returnable date of the proceedings to be 16/01/2026.

2 As far as Respondent Nos.5 and 6 are concerned, notice is also permitted to be served through private mode of service.

3 List on 16/01/2026 alongwith CARAP No.607/2025.

[BHARATI DANGRE, J]