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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION (L.) NO. 2282 of 2025

Farooque Dawood Hamdulay and Anr. ...Petitioners
Versus
Tajuddin Dawood Hamdulay and Ors. ...Respondents

Mr. Naushad Engineer, Senior Advocate a/w. T. N. Tripathi, Somya
Kalyani Wagle i/b T. N. Tripathi & Co., for Petitioners.

Mr. Harshavardhan G. Khambete a/w. Mr. A. A. Mir, for Respondent
No.1.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 24, 2025

PC :

1. Heard the parties at some length to appreciate the nature of disputes among them for an appropriate order in disposal of this petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (“***the Act***”), balancing equities and addressing the competing interests of all parties.

2. It is apparent from the submissions by Learned Counsel for the parties that dispute is over access to the Goods and Services Tax (“***GST***”) portal, as also access to bank accounts to operate them. The Petitioners seek access to the GST portal using the login name and password of the firm called JaiHind Welding & Boiler Repair Works (“***JaiHind Welding***”), in which the two Petitioners siblings collectively have a 50% interest and their Respondent

sibling has a 50% interest.

3. Learned Counsel for the Petitioners states that they need to ensure GST compliance and therefore need access. Learned Counsel for the Respondents states that they have been cut off from access to the bank accounts and monies are being removed.

4. Without being drawn into minute details of the nature of the disputes between the parties, having heard the parties on their grievances, without prejudice to the rights and contentions of the parties, it is hereby directed that for a period of next 30 working days:

- a) no payment instrument, whether physical or electronic can be issued by JaiHind Welding, unless authorized by all three sibling-partners;
- b) No invoice shall be raised by JaiHind Welding, unless countersigned by all three sibling-partners;
- c) No contract with any client shall be executed or amended by or on behalf of JaiHind Welding, unless executed by all three sibling-partners; and d) No other contract with any other counter-party with whom JaiHind Welding conducts any business of any nature whatsoever

shall be executed, unless signed by all three sibling-parties.

5. Within the aforesaid period of 30 working days, the parties shall jointly approach Mr. Anish Karande, who the officers of the Court have suggested could be the Sole Arbitrator to adjudicate all disputes and differences between them in relation to the conduct of business by JaiHind Welding. The parties shall present to the Learned Sole Arbitrator, their respective submissions and seek appropriate arrangements to be made, pending resolution of their disputes by way of arbitration. Each side would be entitled to make applications under Section 17 of the Act.

6. The Learned Sole Arbitrator hereby appointed shall issue instructions as to how to carry the matter forward, of course, after making the statutory statement of disclosure and conflicts as required under the Act, which he is requested to make within a week from being approached.

7. This Petition is finally disposed of in the aforesaid terms.

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.]