

Salgaonkar

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SALGAONKAR

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Date: 2025.12.01 11:17:08 +0530

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO.953 OF 2025
WITH
COMMERCIAL ARBITRATION APPLICATION NO.644 OF 2025

Prakash Siva Iyer .. Petitioner

Versus

Technochem & Anr. .. Respondents

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Mr.Siddha Pamecha with Ms.Agnes Baradia and Mr.Yash Desai
for the Petitioner.

Mr.Nilesh R. Pandey with Mr.Aniruddha Ahire and Mr.Sameer
Vispute for the Respondents.

CORAM: BHARATI DANGRE, J.

DATE : 28th NOVEMBER, 2025

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P.C:-

1. The learned counsel for the Respondents seeks leave to file the reply affidavit in Registry. He is permitted to do so.

2. The Deed of Admission Cum Retirement of Partners dated 20/11/2015 involve the Petitioner and Respondent, with two partners being referred to as the retiring partners. The dispute between the two partners is brought forth through the Section 9 Petition as well as an Application under Section 11, of the Arbitration and Conciliation Act, 1996 in the wake of an

existing arbitration clause, contemplating that in the event of any dispute arising during the subsistence of the partnership in the case of retirement of a partner or in the event of winding up the same or after the dissolution in any matter pertaining to or touching the partnership account or affairs or pertaining to the assessment or valuation of the partnership asset and/or liabilities between the parties, it shall be referred to arbitration.

On 01/03/2025, the Petitioner addressed a communication to the Respondent, expressing his intention to retire from the partnership and intimating that the letter be treated as notice of retirement from the partnership business, being run under name and style 'Technochem'. It is the specific contention of the Petitioner that since this was not acted upon, he continued to claim stake in the partnership and based on which addressed communication to the bank from time to time.

However, on 12/09/2025, another communication was addressed to the Respondent with reference to the subject, "Dissolution of Partnership and Notice of Invocation of Arbitration Clause". The notice in great detail levelled allegations of misconduct of the Respondent and ultimately record that the trust between the parties having been lost, as there was misrepresentation of facts and other misdeeds, the Petitioner is constrained to seek retirement. The said notice, in paragraph 29, also refers to an invocation of arbitration, by suggesting the name of the sole Arbitrator.

The learned counsel for the Respondent makes a statement that upon the retirement of the partner, the

partnership has been reconstituted with the continuation clause, but this statement is disputed by the learned counsel for the Petitioner.

3. In Section 9 Petition, the Petitioner has sought certain interim measures pending the hearing and final disposal of the arbitration proceedings and this includes an injunction against Respondent No.2 from dealing with, alienating, encumbering, or creating third-party rights in respect of the Firm's assets, properties, bank accounts, or business operations etc.

Since, there is no difference of opinion amongst the counsel appearing for the respective parties that the dispute must be made over to sole Arbitrator, in the wake of the specific clause contained in the Partnership Deed, and, since there is a consensus that the sole Arbitrator can be appointed, with liberty to treat the Petition filed under Section 9 as Application under Section 17 before the Arbitrator, so appointed, the following order is passed.

: ORDER :

A] **Mr.Piyush Raheja**, an Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and difference between the parties arising out of and in connection with the Agreement referred to above. The contact details of the arbitrator are as under :-

Office Address :- 301, A Wing, Fort Chambers, Opposite Nisha Copy, off Ambalal Doshi Marg, Fort, Mumbai - 400 001.

Contact No.:-98333 85090

Email ID :- rahejapiyush@gmail.com

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date on which this order is uploaded on the website of this Court. The Petitioner shall prove the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C] 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 within a period of two weeks from receipt of a copy of this Order;

D] The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E] The sole Arbitrator shall be entitled to the fees prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

4. The proceedings filed under Section 9 in form of Comm.Arbitration Petition No.953 of 2025 is permitted to be converted under Section 17, with an additional pleadings permitted to be filed, at the discretion of the sole Arbitrator.

5. All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed hereby.

6. Arbitration Petition as well as the Application stand disposed of.

(BHARATI DANGRE, J.)