

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 1015 of 2025

Manoj Sunder Gwalani .. Petitioner
Versus
Jewel Villas and Developers LLP & ors .. Respondents

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Mr. Jai Chhabria with Mr. Shashwat Rai and Mr. Alpesh H. Sharma i/b Keystone Partners for the petitioner.
Mr. Udayan Jain with Mr. Anay Jain and Creesh Jain for respondent nos. 1, 2 and 3.

CORAM: BHARATI DANGRE, J.

DATED : 21st NOVEMBER, 2025

P.C:-

1 The dispute which has surfaced through Section 9 Petition is between the petitioner of Partner of Jewels Villas & Developers LLP, a Limited Liability Partnership, along with respondent no. 8, his brother and the other partners being respondent nos. 2 to 7.

 The petitioner alleges that respondent nos. 2 and 3 are designated partners of the LLP and the father of the petitioner and the respondent no. 8 were looking after the activities of LLP on their behalf being inducted as partners in 2013 vide Deed of Admission of Partners (LLP Agreement) executed on 23/3/2013 with effect from 20/7/2012.

2 The petitioner is constrained to approach this Court in the background fact that his father passed away on 14/7/2022, and thereafter, whenever inquiries were made by the petitioner and his brother i.e. respondent no.8 with respondent no.2 about the functioning and records of LLP including accounts, statutory filings, etc, on every occasion, request was stone walled and after repeated request, some of the information was shared, but according to the petitioner, it is not a complete information.

Reliance is placed upon the repeated communication addressed to the respondent no.2 requesting for the these documents and though some documents are informed to be shared in the year 2023, according to the petitioner, they are incomplete and he would submit that the documents which were warranted are specifically highlighted in Exhibit-O annexed to the petition.

3 It is not in dispute that the LLP Agreement comprised of a mechanism for dispute resolution by taking recourse to the proceedings of arbitration.

Since the petitioner did not receive the necessary disclosure and documents, he is constrained to approach this Court, seeking direction to the respondent nos.2 and 3 to produce for inspection and supply attested copies of all books and records of the LLP since July 2012 to the petitioner as per the list at Exhibit-O, and he also seek appointment of an independent Auditor for taking custody, preservation and control of all records and books of LLP.

4 I have perused the list of documents at Exhibit-O, but on its careful scrutiny, it is evident that the requisition is general in nature, as it covers copies of all contracts, all MOUs, all agreements, or undertakings executed by or on behalf of LLP in the capacity as principal, agent, lessor, lessee, developer, or in any other capacity.

Similarly, it seeks all documents furnished to MAHARERA or any other competent authority.

I find the request made to be general in nature and specifically, when the learned counsel representing respondent nos.1, 2 and 3 make a categorical statement that the respondents have no hesitancy in giving the disclosures and offer an inspection of the necessary documents provided the petitioner as well as respondent no.8 are ready to travel to India and visit their office, so that by sitting across the table, every nicety of business can be explored.

5 Upon this suggestion coming from the counsel for the respondents, the learned counsel for the petitioner state that the petitioner shall visit India, but before that, he shall also forward a list which shall include the documents/material in relation to the LLP, which he want to have an inspection, and these documents shall be kept ready when he visits the country. Petitioner shall also intimate the date of his visit four weeks in advance when he proposes to visit India.

Needless to state that if he is not satisfied with the documents and raise a dispute, the arbitration shall be invoked and the mechanism prescribed in the LLP Agreement shall thereafter follow.

With this understanding between the parties, the Petition stands disposed of.

(BHARATI DANGRE, J)