

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**ARBITRATION APPEAL (ST) NO. 10176 OF 2026
WITH
INTERIM APPLICATION NO. 2817 OF 2026**

Nirav Dharamdas Karia ...Appellant

Versus

M/s. Shri Ram Sthapatya Thr Partner ...Respondent
Mr. Amit Vallabhbhai Senjaliya

**WITH
ARBITRATION APPEAL (ST) NO. 10182 OF 2026
WITH
INTERIM APPLICATION NO. 2819 OF 2026**

Nirav Dharamdas Karia ...Appellant

Versus

M/s Shri Raghuveer Sthapatya Thr Partner ...Respondent
Mr. Amit Vallabhbhai Senjaliya

Mr. Sumedh S. Modak, *for the Appellant/s.*

Mr. G. S. Godbole, *Senior Advocate a/w Gauraj Shah, Yatin R. Shah, Madhukar Dorkar, for the Respondent in ARA/ST/10182/2026.*

Mr. Yatin R. Shah *a/w Madhukar Dorkar, for the Respondent in ARA/ST/10176/2026.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 9, 2026

ORDER :

1. The challenge in this Petition is to the order passed by the Learned District Judge under Section 9 of the Arbitration and Conciliation Act, 1996 (***“the Act”***), on March 25, 2026. It is the contention of the Petitioner that the Arbitral Tribunal was constituted on February 24, 2026, and the restraint on operating the bank accounts of the partnership firm, was lifted by way of the Impugned Order.

2. After the matter was argued for some time, the parties reached a working arrangement that would obviate the need to adjudicate this Appeal.

3. Learned Senior Advocate on behalf of the Respondent submits that only the regulatory accounts required to be maintained under the Real Estate (Regulation and Development) Act (***“RERA”***) have been permitted to be operated and that the Petitioner is a mere 12% owner of interest in the partnership firm, and therefore, no interference is necessitated with the Impugned Order. Nevertheless, he submits that every week, a statement of accounts of the operation of the bank accounts would be provided to the Petitioner.

4. That apart, the Learned Senior Advocate goes a step further to submit that each sale of a flat being effected, would be intimated

without identifying the person to whom the sale is proposed to be made, with only the commercial terms of the sale being intimated to the Petitioner. If the Petitioner is of the view that the sale is undervalued, it would be open to the Petitioner to ensure the sale of the same flat at a price higher than the price offered. Once such offer is received, the Petitioner shall have seven working days to buy the same property at a price higher than the price indicated by the Respondents.

5. With this right of first offer being recorded in this order, there is consensus that nothing would survive for adjudication in this Petition. Should the information supplied in this manner or the conduct of the parties after this order necessitate either party approaching the Learned Arbitral Tribunal, needless to say, they shall be at liberty to do so to seek such adjustment as may be necessitated.

6. It is also noted that the attempt at expulsion of the Petitioner has been stayed in another order passed under Section 9, and that continues in operation. It is assured by the Respondent that in view of the stay on the expulsion, all consequential treatment of the Petitioner as a partner would continue unless a need arises to have the Learned Arbitral Tribunal or any other competent forum modify or vacate the same.

7. 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.]