

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO. 7828 OF 2025
IN
COMMERCIAL EXECUTION APPLICATION NO. 59 OF 2024

Kirit Chimanlal Maniar & Anr. ...Applicants
V/s.
Sethia Infrastructure Pvt. Ltd. ...Respondent

Mr. Makrand Kale for the Applicant.
Mr. Abhishek Kothari with Mr. Samit Shukla, Ms. Shivani Khanvilkar
and Ms. Vidhi Goradia i/b Trilegal for the Respondent.

CORAM : ABHAY AHUJA, J.
DATE : 18th MARCH, 2026

PC. :

1. When the matter is called out, Mr. Kothari, learned Counsel appearing for the Respondent raises a bald objection with respect to the jurisdiction of this Court that since the order under execution is under Section 17 of the Arbitration And Conciliation Act, 1996, this Court would not have jurisdiction to entertain the Execution Application or the Interim Application.

2. In support Mr. Kothari relies on a judgment of the Hon'ble Supreme Court in the case of *Amazon.com NV Investment Holdings LLC Vs. Future Retail Limited and Ors.*¹ and in particular to paragraph 70.

¹ (2022) SCC 209.

3. I have perused the said decision and I am of the view that paragraph 70 does not in any manner support the contention raised by Mr. Kothari. The said paragraph is in the context of enforcement of interim order of the Arbitral Tribunal and Order XXXIX Rule 2-A of the Code of Civil Procedure, 1908 (the “CPC”), whereas the present Application has been made pursuant to Section 17(2) of the Arbitration and Conciliation Act, 1996, under Order XXI Rule 34 of the CPC, and which clearly provides that any order issued by the Arbitral Tribunal under Section 17 would be deemed to be an order of the Court for all purposes and shall be enforceable under the CPC in the same manner as if it were an order of the Court. In fact paragraphs 71 and 72 clarify that Section 17(2) creates a legal fiction for enforceability of interim orders of an Arbitral Tribunal, which is sought to be done here. Besides the learned Associate of the Court also informs that the assignment of all execution applications from the year 2023 onwards are with this Bench. This Bench therefore has jurisdiction.

4. Mr. Kale, learned Counsel appearing for the Applicant submits that paragraph 121 of the order dated 21st February, 2024 requires to be executed in as much as the Respondent has been ordered to cancel the agreement entered into with M/s L7 Construction Private Limited and enter into an agreement with the Applicant for the shop No. 4

within a period of four weeks from 21st February, 2024. Mr. Kale submits that since the four weeks are over and neither the agreement with M/s L7 Construction Private Limited has been cancelled nor the agreement with the Applicant has been entered into, these execution proceedings have been filed. Mr. Kale submits that there is no challenge to the award. That infact the Petition under Section 34 of the Arbitration and Conciliation Act, 1996 has also been dismissed for want of prosecution. Therefore, this Court may in accordance with the order XXI Rule 34 of the Code of Civil Procedure, 1908 (the “CPC”) grant prayer Clause (a), which reads thus:-

“(a) This Hon’ble Court be pleased to appointment of any competent person for execution and/or signing the Permanent Alternate Accommodation Agreements (“PAAA”) on behalf of the Judgment Debtors in compliance of the Order dated 21.02.2024 passed by Ld. Sole Arbitrator as per the provisions of Order XXI Rule 34 r/w Section 151 of the Code of Civil Procedure, 1908.”

5. Having heard the learned Counsel and having considered the submissions, let the Respondent comply with paragraph 121 of the order dated 21st February, 2024 within a period of two weeks, failing which relief in terms of prayer Clause (a) as above, the learned Prothonotary & Senior Master of this Court to nominate an officer of this Court in terms of prayer Clause (a).

6. Just when the order is passed, Mr. Kothari, learned Counsel appearing for the Respondent seeks two weeks' time to file reply. Since this Court has already allowed the Application, there is no need to accede to this request.

7. The Interim Application accordingly stands allowed and disposed.

(ABHAY AHUJA, J.)

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