

HARSHADA H. SAWANT
(P.A.)

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

INTERIM APPLICATION (L) NO.29900 OF 2025
IN
SUIT (L) NO.29896 OF 2025
WITH
COURT RECEIVER REPORT NO.25 OF 2026
WITH
SUIT (L) NO.29896 OF 2025

M/s. Solar International & Anr.

Applicants
.. (Org. Plaintiffs)

IN THE MATTER BETWEEN:

M/s. Solar International & Anr.

.. Plaintiffs

Versus

Gurmeetsingh Sujansingh Chandhok & Ors.

.. Defendants

-
- Ms. Rucha Jog a/w. Ms. Hemali Dhande, Advocates i/by RVJ Associates for Applicants / Plaintiffs.
 - Mr. Prathmesh Seth a/w. Mr. Joseph Fernandes and Ms. Trupti Gosavi, Advocates for Defendant Nos.1 and 2.
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CORAM : MILIND N. JADHAV, J.

DATE : JANUARY 30, 2026

P.C.:

1. Heard Ms. Jog, learned Advocate for Applicants / Plaintiffs and Mr. Seth, learned Advocates for Defendant Nos.1 and 2.

2. Parties have filed Minutes of order dated 29.01.2026. They are executed by Plaintiff No.2 and as Director of Plaintiff No.1 and Advocate for Defendant Nos.1 and 2. Minutes of order have been arrived at after an extensive deliberation between parties over past two weeks when matter has been listed almost on a daily basis before the Court. They are taken on record and marked 'X' for identification.

3. By consent of the parties, the present dispute is referred to arbitration to be conducted as per Arbitration and Conciliation Act, 1996. Mr. Rohan Cama, Advocate is appointed as the sole arbitrator. Fees of the Arbitrator shall be as per Schedule and parties shall share the fees and costs incurred in arbitration equally. The Arbitration Agreement signed by the parties is marked as 'X-1'.

4. In the interim, during the pendency of the arbitration and for a period of 12 weeks after any Award is passed in the arbitration:-

- (i) The Court Receiver appointed by this Court as per the order dated 17.12.2025 shall continue to be Receiver in respect of the Suit property;
- (ii) The Plaintiffs are appointed as Agents of the Court Receiver without payment of royalty and shall be forthwith put in possession of the suit property. Plaintiffs agree not to pursue the Application for converting user of the Suit property to commercial during pendency of the arbitration; and
- (iii) As recorded in order dated 19.01.2026 read with order ddated 20.01.2026, Plaintiffs have prepared a demand draft dated 27.01.2026 bearing No.001787 drawn on HDFC Bank for a sum of

Rs.2,00,00,000/- (Rupees Two Crores Only), which shall be deposited with the office of the Prothonotary and Senior Master, High Court Bombay. The said money shall be kept invested by the Office of the Prothonotary and Senior Master during the pendency of the arbitration proceedings. Upon completion of the arbitration proceedings, the Prothonotary and Senior Master shall pay over the said monies alongwith accrued interest to such person as the Arbitrator shall direct in this regard in the Award that the Arbitrator shall pass.

5. As stated in Minutes of order, present dispute is referred to Arbitrator as per Arbitration and Conciliation Act, 1996. Statement of Plaintiff's Advocate is recorded that Plaintiffs are withdrawing their case against Defendant No.3 unconditionally. Needless to state that Plaintiff that use said premises in the interregnum until arbitration is culminated in accordance with law as available to Plaintiff.

6. The Arbitration Agreement arrived between the parties is taken on record and marked 'X-1' for identification and is scanned and reproduced below for immediate reference:-

CORAM : MILIND N JADHAV, J.
 Date : 30-1-2026

"X-1" *Milind N Jadhav*
 30/1/2026

ARBITRATION AGREEMENT

This Arbitration Agreement ("Agreement") is executed on 29th January 2026 at Mumbai, by and between:

M/s. Solar International and
 Deven Mukhi (hereinafter referred to as "Plaintiffs")

AND

Mr. Gurmeetsingh Chandhok and
 Mr. Ranjitsingh Chandhok (hereinafter referred to as "Defendants")

1. Reference to Arbitration

By consent of the parties, all disputes arising out of or in connection with Suit (L) No. 29896 of 2025 pending before the High Court of Judicature at Bombay are referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

2. Appointment of Arbitrator

The parties hereby appoint Mr. Rohan Cama, Advocate, as the sole arbitrator to adjudicate the disputes between them.

3. Fees and Costs

The fees of the Arbitrator shall be as per the applicable schedule. The parties agree to share the fees and costs of arbitration equally.

4. Timelines and Procedure

The arbitration shall be concluded within six months from the date of completion of pleadings. The following schedule is agreed:

- Plaintiffs shall file their Statement of Claim within two weeks from the date of this Agreement.
- Defendants shall file their Statement of Defence and Counterclaim, if any, within two weeks from receipt of the Statement of Claim.
- Plaintiffs shall file their Statement of Defence to the Counterclaim, if any, within two weeks from receipt of the Counterclaim.
- Parties shall file draft issues before the Arbitrator within one week after the filing of the Statement of Defence, or if a Counterclaim is filed, within one week after the filing of the Statement of Defence to the Counterclaim.

[Signature]

5. No Extensions

The parties agree that no extension of time shall be sought or granted under any circumstances in respect of the schedule fixed herein.

6. Interim Arrangement

~~During the pendency of the arbitration proceedings and for a period of twelve (12) weeks after the award is passed, the parties shall abide by the terms of this Agreement and maintain status quo as directed by the Court.~~

7. Binding Effect

This Agreement shall constitute the arbitration agreement between the parties under Section 7 of the Arbitration and Conciliation Act, 1996, and shall be binding on all parties.

Signed and executed by the parties on this 29th day of January, 2026 at Mumbai.

For the Plaintiffs

(Signature)

For the Defendants

Signature

7. Report of Court Receiver stands disposed in terms of prayer clause (b) which reads thus:-

“b. Hon’ble Court may be pleased to quantify the costs of this report to Rs. 5,000/- and permit the Court Receiver to deduct the same from the balance available in the Suit account.”

8. Both parties are directed to deposit Rs.2500/-each with the Court Receiver.

9. All contentions of the parties with respect to the subject

matter of the present Suit are kept open to be placed before the learned Arbitrator for its adjudication in the arbitration proceedings.

10. Refund of Court Fees as per Rules.

11. Liberty to apply to the parties.

12. With the above directions, Suit is disposed. In view of disposal of Suit, pending Interim Application is also disposed.

H. H. SAWANT

[MILIND N. JADHAV, J.]

HARSHADA
HANUMANT
SAWANT

Digitally signed
by HARSHADA
HANUMANT
SAWANT
Date:
2026.01.31
19:22:51 +0530