

MHTH010007432026 	Presented on: 09/02/2026 Registered on : 09/02/2026 Decided on : 07/03/2026 Duration : 26 days.
---	--

IN THE COURT OF DISTRICT JUDGE-6 THANE, AT THANE.
(Presided over by G.G. Bhansali)

CIVIL M.A.NO.46/2026.

CNR NO.MHTH01-000743-2026.

Exh.

- 1) M/s. Aristone Builders
a partnership Firm registered under
The Indian Partnership Act, 1932,
having its registered address at
office No.141/142, 1st Floor,
Vasudev Sky High, Kanakia Road,
Mira Road (East), Dist-Thane.
- 2) Santosh Chaturbhuj Samal,
Age- 57 years, Occ-Business,
an Adult, Indian Inhabitant,
Residing at- A-1601, Indraprasth,
Golden Nest Phase-16, near Jain
Temple, Bhayander East, Thane.
- 3) Brijesh Devnarayan Singh,
Age- 50 years, Occ-Business,
Residing at – A/703, Anand Enclave,
Maa Jyoti Patil Road, Indralok
Phase-6, Bhayandar (E), Thane.

..Applicants.

Vs.

Shankar Kumar Jha,
An Adult, Occ- Business,
Indian Inhabitant, Residing at
A/1207, 12th Floor, Indraprasth
Building, Plot D, New Golden Nest
Phase XVI, Near Jain Temple,
Bhayander (E), Thane, Maharashtra.

..Respondent.

**Application under section-9 of the
Arbitration & Conciliation Act, 1996.**

Appearances :

Ld. Adv. P.G. Kadam for Applicants.

Ld. Adv. Subhash Jha for Respondent.

**: J U D G M E N T :
(Delivered on 7th March, 2026.)**

This is an application submitted by applicant Nos. 1 to 3 u/s. 9 of the Arbitration & Conciliation Act. Respondent submitted reply vide Exh.13.

2) According to applicant, applicant No.1 is a registered partnership Firm and applicant Nos. 1 & 2 and respondent are the partners. Basic partnership Deed is dtd. 23/09/2022. Previous two partners came to be retired and thereon, two partners entered into partnership by Admission Deed dtd. 10/02/2023. The share of each partner is correctly mentioned in the Admission Deed. Due to various detrimental activities of respondent Shankar Jha, he came to be expelled vide legal notice dtd. 20/12/2025. His entire attitude is detrimental to day to day activities of partnership. Hence, present application is preferred for temporary injunction.

3) Respondent submitted reply vide Exh.13. It is averred that various properties came to be purchased by the Partnership Firm by using specialized skill of respondent. A huge amount came to be siphoned by applicant Nos. 2 & 3. Details in

regard to three agreements about purchase of the property is mentioned. Various flats in the “Hyde park” came to be sold by other applicants. He issued a notice to initiate arbitration. It is prayed to reject the application.

4) In view of aforesaid rival contentions, following points are framed for determination and my findings thereon with reasons are as follows:-

Sr.No.	POINTS	FINDINGS
1)	Do applicants prove prima facie case to issue temporary injunction as prayed?	In affirmative.
2)	Whether balance of convenience lies in favour of applicants?	Yes.
3)	What order?	As per final order.

: REASONS :

5) Ld. Adv. Prashant Kadam for applicant submits that both material Deeds dtd. 23/09/2022 and Retirement-cum-Admission Deed dtd. 10/02/2023 are admitted. Considering share in the partnership, applicant Nos. 2 & 3 are in majority, however, respondent being stake-holder of 36%, he is in minority. In view of section-12 of the Partnership Act, the contract will prevail over the statutory provision. There is one indemnity bond between applicant No.1 Aristone Builders with the landlord. Various activities of respondent are harmful to the interest of partnership. Hence, it is prayed for temporary injunction.

6) Ld. Adv. Subhash Jha for respondent submits that there are two petitions preferred by respondent before the Hon'ble High Court i.e. one for temporary injunction u/s.9, which is yet to be circulated and another u/s.11 of the Arbitration & Conciliation Act for appointment of the Arbitrator. Respondent issued a notice on 21/02/2026, however, there is no express order issued in aforesaid both cases. It is added that huge amount came to be siphoned by selling various flats in 'Hyde Park' situated at Mira Road (E). It is prayed to reject the application.

7) It is to note that following two deeds and dates are important i.e.

Sr.No.	Description	Date
a)	Partnership Deed.	23/09/2022
b)	Partners retired and two partners admitted.	10/02/2023.

8) It is to note that in view of particular share in the partnership, applicant nos. 2 & 3 holds 64% share and respondent holds 36% share. The details about their share is mentioned in following table.

Sr.No.	Name of the partner	Share in profit/Loss.
1)	Shri Santosh Chaturbhuja Samal (Applicant no.2)	40%
2)	Shri Shankar Kumar Arun Kumar Jha (Respondent)	36%
3)	Shri Brijesh Devnarayan Singh (Applicant No.3)	24%
	Total	100%

9) As mentioned in written statement in regard to three properties purchased by three agreements, i.e. two properties purchased on 04/05/2023 and one property is purchased on 06/06/2023. Details in regard to all three properties came to be mentioned in petition as well as in written statement. However, it is material contention of applicants that respondent has withdrawn some amount from the account of partnership Firm and utilized for personal use and personal benefits. It is further added that a huge GST dues of respondent is yet to be paid. As mentioned in para-20, respondent has invested Rs.1,99,99,000/-. However, he has withdrawn amount of Rs.7,14,75,312/-. It is further added that respondent is using a vehicle of partnership Firm namely; Jaguar Land Rover bearing No. MH-04/ME-0999 and its EMI is being paid from the account of Partnership.

10) In view of legal notice dtd. 20/12/2025, he came to be expelled from the Partnership Firm. The legality of impugned notice and status after expulsion is yet to be decided. It is admitted by both side Ld. Advocates that till date, there is no appointment u/s. 11 despite notice is issued by respondent on 21/02/2026.

11) It is contended by respondent that various flats in the Hyde park came to be sold by applicant Nos. 2 & 3. If it was property of the Partnership Firm, a purchaser will make payment in the name of Partnership Firm. It cannot be counted in the

personal account of any partner.

12) It is admitted that there is RERA sanction of entire scheme of applicant. The completion as per RERA undertaking has to be given by any builder/developer. Any detrimental activity against the interest of partnership Firm would be injurious to the interest of all partners. Applicant nos. 2 & 3 are in majority. There is strong prima facie case in favour of applicants. On perusal of various instances as mentioned in petition, it will affect over completion of project as undertaken to RERA and to various customers. Therefore, balance of convenience lies in favour of applicants. Point Nos. 1 & 2 are replied in affirmative.

13) Till date, there is no appointment of the Arbitrator as per petition preferred by the respondent. Considering all facts in total, I find it appropriate to issue injunction as prayed till appropriate application to be preferred before the Arbitrator. Hence, the order.

ORDER :

- 1) Application is allowed.
- 2) Respondent is temporarily restrained, from interfering in day to day activities of Partnership Firm i.e. M/s. Aristone Builders, till appropriate application to be preferred before the Arbitrator to be appointed.

3) No order of costs.

(Dictated and pronounced in open Court).

Date-07/03/2026.
Thane.

(G.G.Bhansali)
District Judge-6, Thane.