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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

ARBR No. 10 of 2026

Mithilesh Sendry S/o R D Sendry Aged About 47 Years R/o Paradise City,
Mopka, Bilaspur, Chhattisgarh

... Applicant

versus

1. Smt Shraddha Austin Pratap R/o Om Nagar, Jarhabhata Pratap Villa,
Near Jogi Niwas, Bilaspur, Chhattisgarh, Pin Code- 495001
2. Vijay Kumar Mourya R/o Main Road, Torwa, Near Petrol Pump, Bilaspur,
Chhattisgarh, Pin Code- 495001
3. Amin Shrivastava R/o Churi Bada, Gond Pada, Bilaspur, Chhattisgarh,
Pin Code- 495001
4. Rajendra Gupta R/o Ward No.07, Geetanjali Enclave, Ring Road No,02,
Near Yash Bazar, Jarabhabhata Bilaspur, Chhattisgarh, Pin Code-
495001
5. Digraskar Sachin Near Santoshi Temple, Gudipara, Mopka Bilaspur, Pin
Code- 495006

... Respondents

For Applicant	: Mr. Yashkarn Singh, Advocate.
For Respondents	: Mr. Arjit Tiwari, Advocate.

Hon'ble Mr. Ramesh Sinha, Chief Justice
Order on Board

01.07.2026

1. This is an application under Section 11(6) of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. The facts, in brief, as projected by the applicant are that the applicant and respondent No.01 had entered into partnership deed on 22.02.2021 with its office at Paradise city, Mopka, Bilaspur (Chhattisgarh) the said partnership



firm (M/s Monarch Buildcon") was incorporated with an objective for the sale and purchase of houses, building, shopping complex and supply of building and ancillary work within the same corners. The applicant and respondent No.01 with an objective for the expansion of the business duly inducted the respondents in the partnership firm on 05.07.2022 "M/s Monarch Buildcon" and thereby entered into a new partnership deed: with its principal place of business at Bilaspur. Chhattisgarh at Paradise City. Mopka Bilaspur Chhattisgarh. Although despite the addition of the new partners the ethos and objective of "M/s Monarch Buildcon" remained consistent as enumerated above. Clause 18 of the partnership deed categorically elucidates the mechanism that would govern the redressal of mechanism if so arises amongst the partners. Upon incorporation of the said firm, applicant and respondent No.01 on behalf of the firm purchased total land admeasuring 4.10 Acre at Mouja-Mopka. District- Bilaspur Chhattisgarh on 26.08.2022 for the construction of residential colony. The said land was purchased by the firm from respondent No.03 for amount of Rs. 1,05,50,000 (Rs. One crore fifty-five lakh).

3. Learned counsel for the applicant submits that in the partnership deed the applicant is the largest stake holder of the said firm, and only on the instance of the applicant the entirety of the said firm came into existence. The majority of the capital and expenses during the initial years of the firm was only undertaken by the applicant himself. The applicant in order to expand the business of the firm spent approximately Rs. 9,000,000 (Rs. Ninety Lakhs) for expansion of the business of the business of the firm, the said amount includes payment towards construction of the boundary wall cornering the 4.10 Acre of land, payment towards levelling of the land, payment towards erecting of the permanent and temporary fixtures, fee for colonizers licences, fee towards the registration of the colony and the labour with machineries



cost. As mentioned above out of the 4.10 Acres of the land as purchased by the firm 81 total plots came into existence which were to be further sold to the respective buyers although it becomes imperative to mention herein that respondent No.02 by virtue of the partnership deed was entrusted with the responsibility for the sale and registration of the said 81 plots out of the 4.10 Acres to the respective buyers. Since respondent No.02 was bestowed with the responsibility with the sale and registration of the plots, and the profit arising out of the said sale of the plots would be shared amongst the partners in terms with the partnership deed as agreed and elucidated. Although the partnership deed categorically elucidates for the proper maintaining of the books of account by the partners but since respondent No.02 was entrusted with the responsibility of sale of the respective plots the same have books have remained in the sole custody of the respondent No.02 and the remaining respondents. The quantification of the plots having been sold by the respective partners on behalf of the firm has remained opaque till date from the applicant and upon seeking classification and the rate at which per plots have been sold the same was never shared with the applicant. Frustration of the applicant grew to its peak when despite repeated reminders to respondent seeking quantification of the plots having been sold, persons the plots have been sold to, rate at the plots have been sold and most importantly the disbursement of the profit sharing ratio of the applicant from the plots having been sold by the respondents were kept hidden from the petitioner. The quagmire of the applicant can only be discern from the fact that that despite repeated reminders respondents were adamant upon not sharing the books of accounts categorically denoting the number of plots having been sold, rate at which the said plots were with the applicant.

4. He further submits that since the applicant was fearing the financial death due to the malignant act of the respondents he had approached the Learned



Commercial Court by preferring an application under section 9 of the Arbitration and Conciliation Act, 1996 seeking interim relief to safe guard the stake of the applicant with case No. Arbitration MJC/47/2025. The Hon'ble Court saving the legitimate the interest of the applicant and passed an order in favour of the applicant. The applicant would most respectfully pray and submit before this Hon'ble Court, the applicant has been time and again seeking payment of the legitimate profit sharing so pending. The respondents are adamant upon non-disbursement of the profit dues to the applicant and hence on 10.02.2026 applicant preferred notice under Section 21 to the respondents herein. The applicant in the notice invoking arbitration has sought for a declaration of the accounts from the respondents and as such if the respondents are not restrained from proceeding the applicant would suffer from financial death hence it becomes highly necessitated for the appointment of the arbitration by this Hon'ble Court. The applicant would most respectfully submit before this Hon'ble Court, that there are no other pending case with respect to the appointment of the arbitrator in pursuance to the aforementioned partnership deed.

5. Learned counsel for the respondent opposes this arbitration request application, however he submits that the respondent shall have no objection if this Court appoints any Arbitrator for resolving the dispute between the parties.
6. I have heard learned counsel appearing for the parties, perused the pleadings and documents appended thereto.
7. A query was put to learned counsel appearing for the parties as to whether they are agreeable for a common name who can be appointed as Arbitrator, learned counsel for the parties submitted that they would have no objection if any retired Judge of this High Court is appointed as the Sole Arbitrator. They further submit that Hon'ble Mrs. Justice Rajani Dubey, who is a retired Judge



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of this High Court may be appointed as the Sole Arbitrator.

8. In view of the above consensus between the learned counsel for the parties, **Hon'ble Mrs. Justice Rajani Dubey**, a retired Judge of this High Court is appointed to act as the Sole Arbitrator to resolve the dispute involved in this arbitration request between the parties.
9. The Registry is directed to communicate this order to Hon'ble Mrs. Justice Rajani Dubey in the proper address.
10. The remuneration of the Arbitrator shall be settled with the mutual consent of the parties.
11. The arbitration request petition, accordingly, stands **allowed**.

**Sd/-
(Ramesh Sinha)
Chief Justice**