

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD
R/PETN. UNDER ARBITRATION ACT NO. 23 of 2024

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SURESH ISHAWRLAL DHRUV
Versus
J N EDUCATION SOCIETY & ANR.

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Appearance:
ARJUN R SHETH, ADVOCATE WITH MS. PRITHA MITRA, ADVOCATE
(7589) for the Petitioner(s) No. 1
MS. PRIYAI PARIKH, ADVOCATE FOR MR. MANYA N ANJARIA(13475) for
the Respondent(s) No. 2
MR. ANSHIN DESAI, SR. ADVOCATE FOR MR. VAIBHAV V
GOSWAMY(9019) for the Respondent(s) No. 1

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CORAM: HONOURABLE MR. JUSTICE D.N. RAY

Date : 20/03/2026

ORAL ORDER

1. Heard Mr. Arjun R. Sheth, learned advocate appearing for the petitioner; Ms. Priyal Parikh, learned advocate appearing for Mr. Manya N. Anjaria, learned advocate for the respondent No. 2 and Mr. Anshin Desai, learned Senior Advocate appearing for Mr. Vaibhav V. Goswamy, learned advocate for the respondent No. 1

2. This matter is pending since February, 2024. On 14.11.2025, the following order has been passed by this Court:-

“As prayed by Mr. Vaibhav Goswamy, learned advocate appearing for the respondent no. 1, the matter is posted on 21.11.2025 to enable him to file an affidavit-in-reply with a clear understanding that in case such affidavit is not served upon the counsel for the petitioner within a period of three days from today, no further indulgence would be granted”.

3. It is the categorical submission of Mr.Sheth that loan of Rs.1.75 crores referred to in the Minutes of the Meeting at Page No. '115' is in respect of the property for which Mrs.Gorsi Parekh has been provided large sums of money to acquire the property and the Arbitration Clause is part of the lease deed in respect of the very same property.

4. Mr.Anshin Desai, learned Senior advocate appearing on behalf of the respondent No.1, however submits that it will be clear from the Minutes of the Meeting (Supra) that it is entirely in respect of the different transactions and the Arbitration Clause contained in the lease deed will not cover such disputes at all.

5. Ms. Priyal Parikh, learned advocate appearing on behalf of the respondent No.2 submits that she is a complete stranger to the transaction in question as well as to the lease deed and therefore, the Arbitration Clause can never bind her and therefore also, the present petition deserves to be dismissed.

6. The parties are permitted to file their written statements not exceeding three pages each, if they so desire within a week.

Hearing is concluded. Judgment reserved.

BINA SHAH

(D.N.RAY,J)