

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/CIVIL REVISION APPLICATION NO. 141 of 2023**

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PRAVINCHANDRA GULABCHAND SHAH

Versus

INDRAVADAN GULABCHAND SHAH

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Appearance:

MS TEJAL A VASHI(2704) for the Applicant(s) No. 1

for the Opponent(s) No. 1,2

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CORAM: HONOURABLE MR. JUSTICE NIRZAR S. DESAI**Date : 17/03/2023****ORAL ORDER**

Heard learned Senior Advocate Mr. Jal Unwala with learned advocate Ms. Tejal A. Vashi for the applicant.

By relying upon section 8 and more particularly to the proviso to sub section 8 (2) of the Arbitration and Conciliation Act, 1996, learned Senior Advocate Mr. Unawala submitted that it is true that the application preferred by the applicant was not accompanied by an Arbitration Agreement but the proviso to section 8 (2) of the Act takes care of situation.

He states that when Arbitration agreement has been produced by the plaintiff himself, in that case, it was not required for the applicant or rather the applicant would not be bound by section 8 (2), in view of the proviso of the Act as there was no dispute about arbitration agreement. He states that by misinterpreting section 8 (2)

of the Act, learned Judge has passed the impugned order.

Learned Senior Advocate Mr. Unwala draws the attention of this Court to the list of documents produced alongwith the plaint and more particularly, to the condition no. 14 of the partnership deed which provides for arbitration.

In view of the aforesaid submissions, issue NOTICE to the respondents returnable on 24.04.2023.

In the meantime, there shall be ad interim relief in terms of paragraph no. 7 (b) .

Direct service is permitted.

VARSHA DESAI

(NIRZAR S. DESAI,J)