



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION (L) NO.4118 OF 2026
WITH
COMMERCIAL ARBITRATION PETITION (L) NO.4194 OF 2026

1. Ramkewal Ramtirth Bhaskar and
Anr.

...Applicants

V/s.

Jangbahadur Kanaujiya

...Respondent

Mr. S.R. Dubey with Mr. Jitendra Kumar Tiwari for the
Applicants/Petitioner.

None for the Respondent.

CORAM: SANDEEP V. MARNE, J.

DATED: 4 MAY 2026.

P.C.:

1) These are proceedings filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) seeking interim measures and for appointment of Arbitrator. The disputes and differences between the parties have arisen out of Deed of Partnership Dated 11 January 2024.

2) I have heard Mr. Dubey, the learned counsel appearing for the Applicant. Ms. Gupta had appeared on behalf of the Respondent on 4

March 2026. She had sought time of two weeks to file affidavit-in-reply in both the proceedings. However, the Respondent has failed to file affidavit-in-reply. None appears on behalf of the Respondent today when the Application and the Petition are called out for hearing.

3) Perusal of Deed of Partnership would indicate presence of arbitration clause No.18. The Agreement is executed at Mumbai. Business of the partnership is also at Mumbai. I am thus, *prima facie* satisfied about existence of arbitration agreement between the parties. In that view of the matter, reference of dispute can be made to a sole Arbitrator.

4) Mr. Dubey presses for interim measures in Section 9 Petition. He submits that Respondent is running rival laundry in the name of M/s. Vera Fabric Care by using the machinery of the partnership firm. He expresses an apprehension that the Respondent is likely to deal with the machinery of the partnership firm. In that view of the matter, *prima facie* case is made out for preserving the subject matter of arbitration.

5) I accordingly, proceed to pass the following order:-

(A) Mr. Shilpan Gaonkar, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Deed of Partnership Dated 11 January 2024. The contact details of the Arbitrator are as under:-

Office Address:- Office No.6, 2nd Floor, Examiner Press Building, Dalal Street, Fort, Mumbai-400 001.

Mobile No.:- 9833280056

Email ID:- chambers.ssg@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith a copy of this order.

(C) The learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of 2 weeks from receipt of a copy of this order.

(D) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

(E) The fees of the sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

6) Commercial Arbitration Petition (L) No.4194 of 2026 is converted into Application under Section 17 of the Arbitration Act to be decided by

the Arbitral Tribunal on its own merits. Till the Arbitral Tribunal decides the Section 17 Application, there shall be ad-interim measures in terms of prayer clauses (a) and (b) of the Petition, which read thus:-

a) That this Hon'ble court be pleased to pass an order of injunction restraining the respondent, his representatives or servants from in any manner transferring, selling, alienating, parting with possession or creating any third-party rights or encumbrances of any nature in respect of any machineries and other properties of the partnership firm namely M/s. VIRA FABRIC CARE being lying at Gala No.7, Surya Nagar, Opp. Paper Mill, Near Mubarak Masjid, L.B.S. Marg, Vikhroli (West), Mumbai-400079 .

b) That this Hon'ble court be pleased to pass an order of injunction restraining the respondent, his agents, representatives or servants from in any manner carrying out business of his proprietary firm M/s. VERA FABRIC CARE by using any machineries of M/S. VIRA FABRIC CARE from Gala No.7, Surya Nagar, Opp. Paper Mill, Near Mubarak Masjid, L.B.S. Marg, Vikhroli (West), Mumbai-400079.

7) All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

8) With the above directions, the Application and the Petition are **disposed of.**

[SANDEEP V. MARNE, J.]