



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

Mulund Raviraj CHSL. ... Petitioner

Versus

Rupji Constructions and Anr. ... Respondents

ALONG WITH
CHAMBER SUMMONS NO. 217 OF 2018
WITH
NOTICE OF MOTION NO. 688 OF 2018
WITH
CHAMBER SUMMONS NO. 763 OF 2019
WITH
CHAMBER SUMMON NO. 234 OF 2019
WITH
CHAMBER SUMMONS NO. 45 OF 2019
WITH
NOTICE OF MOTION NO. 350 OF 2019

IN
COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

Mr.Anushk Sabnis for the Petitioner.
Mr.A.S.Potnis for Respondent No. 1.
Ms.A.Wandrewala i/b. VBA Legal for Intervenor.
Mr.Sandeep Bane for the Applicant in CHSCD No. 763 of 2019.
Mr.D.S.Shingade for MCGM.
Mr.Mangesh Deshmukh, Advocate, present in person.
Mr.L.S.Ahire, Executive Engineer (BP) ES-II, present in person.
Mr.J.C.Dusane, AE (BP) S & T, present in person.
Mr.C.C.Jage, AE (BP) present in person.
Mr.S.B.Beldar, AE (Imp.)-1, MCGM, present in person.



Mr.S.H.Kharat, SE (Estate), MCGM, present in person.
Mr.Madhukar Rupji a/w. Mr. Tejal Rupji, produced from prison.

CORAM : S.J. KATHAWALLA, J.
DATED : 18TH SEPTEMBER, 2019
(IN CHAMBERS)

P.C.:

1. This Application is for speaking to the Minutes of Order dated 7th August, 2019.
2. Paragraph 4 of the order dated 7th August, 2019 is recalled and paragraphs 2 and 3 of the order dated 1st August, 2019 shall read as under :

“2. Paragraph 3 of the Order dated 20th June, 2019 reads as under :-

“3. As far as the Mahul property is concerned, Mr. Madhukar Rupji and others stated that he agreed with Grauer & Weil (India) Limited through its CEO to extend the lease for a period of 99 years from 1st April, 2016 on yearly rent of Rs.2,28,000/- with a clause to increase the lease rent by 15% every five years.”

3. Mr. Rupji and Grauer & Weil (India) Limited are at liberty to execute a Lease Deed extending the lease for a period of 99 years qua their 50% share in Mahul Property on yearly rent of Rs.2,28,000/- with a clause to increase the rate of lease rent by 15% every five years. The amount payable to Mr. Madhukar Rupji and others by Grauer and Weil shall be deposited with the Prothonotary and Senior Master. Mr. Chetan Rupji and Grauer & Weil (India) Ltd. are also at liberty to execute an Agreement qua the 50% share of Chetan Rupji in the



*Mahul property on the terms and conditions agreed by and between Mr.
Chetan Rupji and Grauer and Weil (India) Limited.”*

3. The application for speaking to the minutes of order dated 7th August, 2019 is accordingly disposed off.

(S.J.KATHAWALLA, J.)