

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY*****ORDINARY ORIGINAL CIVIL JURISDICTION*****ARBITRATION PETITION NO. 49 OF 2023
ALONGWITH
INTERIM APPLICATION (L) NO. 26911 OF 2022
IN
ARBITRATION PETITION NO. 49 OF 2023****Vandana Chintaman Save****..... Petitioner/
Applicant****VERSUS****Aatmeya Constructions & Anr.****..... Respondents****Mr. Viraj Parikh i/b. Mr. Dharmesh S. Jain for the
Petitioner/Applicant.****CORAM: RAJESH S. PATIL, J.****DATE : 11 SEPTEMBER, 2024****P.C. :-**

Mr. Parikh, learned counsel appearing on behalf of the petitioner submits that the copy of this petition alongwith interim application has been duly served on the respondent no.2 and affidavit of service to that effect has already been filed. He, however, submits that the packet containing the copy of the arbitration petition and interim application addressed to the



respondent no.1 is returned back with the Postal Remark “Left”.

2. Mr. Parikh submits that the petitioner had filed an application before the Arbitration Tribunal, seeking intervention. However, the said interim application was rejected. He submits that the arbitration proceedings began on 22 August, 2018 and, hence the mandate of the Arbitration Tribunal was supposed to end on 22 August, 2019. He submits that the award is passed on 21 May, 2022 and the Tribunal on its own extended the time for making the award. He further submits that no reasoning has been given in the award. He submits that by the impugned award, the Tribunal has appointed the Society as recovery agent in order to recover the purported amount as mentioned in the operative part of the award in paragraph (2).

3. Mr. Parikh further submits that pursuant to the impugned award passed, the Society by its letter dated 6th June, 2022 has informed the petitioner to pay the outstanding dues together with interest at the rate of 1.75% per month. It has been



informed that in case of non-payment, the society will not issue any kind of No Objection Certificate to the petitioner for any mortgage, sale, leave and licence etc. with regard to the flat of the petitioner. According to me, a case is made out for issuance of notice to the respondents.

4. Issue notice to the respondents, returnable on **23 October, 2024**.

5. Apart from the court notice, the applicant is also permitted to serve the respondents by private service, by all permissible modes of service and also by electronic mode and file affidavit of service before the next date of the hearing.

6. Taking into consideration, the submissions as made by the advocate appearing for the petitioner and after going through the award, I am satisfied that in the meanwhile, the petitioner is required to be protected. Hence, there will be *ad-interim* relief in terms of prayer clause (a) of the interim application till the next



date of the hearing. The said prayer clause (a) reads as under :-

(a) Pending the hearing and final disposal of the present Petition, this Hon'ble Court may be pleased to stay the effect and execution of the Impugned Award dated 21st May, 2022, without any condition.

7. The petitioner is granted liberty to file compilation of the documents and serve copy of the same to the respondents.

[RAJESH S. PATIL, J.]