

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY,
NAGPUR BENCH, AT NAGPUR.**

MISC. CIVIL APPLICATION (ARBN) NO.654/2025

Shamsher Ali Sher Ali

Vs.

Moh. Ibrahim Moh. Ismail (Chudiwale) and ors.

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri Pradyumna Sharma, Advocate a/w Shri P.D. Sharma, Ms A.A. Pande and Ms Vishakha Madhwani,
Advocate for applicant
Shri S.A. Malai, Advocate for respondents

CORAM : PRAVIN S. PATIL, J.

DATED : 23.01.2026

1. By this application, the applicants are seeking to appoint an Arbitrator from the panel in terms of Clause 17 of the Partnership Deed 29.09.2025 and Section 11 of the Arbitration and Conciliation Act, 1956.
2. In the present matter, considering the submissions of both the parties, it is not in dispute that the applicant and non-applicants are the partners in the Partnership Deed dated 29.09.2025. The non-applicant No.1 is having a business of purchasing agricultural land, converting them into plots for non-agricultural purposes and selling them to various customers under the name and style "M.M. Taj Land Developers".
3. In response to the present application, the non-applicants filed their reply/affidavit on 06.01.2026 and admitted the recitals of the Partnership Deed dated 29.09.2015. The only contention, which is raised in the present application that under the project of Pilkapar, the

entire plots are till date are not sold out, till date 63 plots are remain unsold. According to him, it was the duty of the applicant to bring the prospective purchaser of the plot and as he failed in their duty, unless all plots are sold, the clause for appointment of an Arbitrator cannot be invoked in the matter.

4. In light of the submission both the parties, this Court has to exercise the powers under Section 11 of the Arbitration and Conciliation Act.

5. As per Clause 17 of the partnership deed, clarify that all the disputes and differences, which may arise between the partners during the course of their business can be dealt with by the arbitrator. As such, in view of Clause 17 of the Partnership Deed, there is a Clause of appointment of arbitrator, if there are differences arise between the parties.

6. In view of this, considering the fact that the applicant has already issued the legal notice on 01.04.2023 informing that by invoking the arbitration clause as enumerated in the Partnership Deed, he has pointed out and communicated the name of an Arbitrator. It was necessary for the non-applicants to communicate the name of Arbitrator of their choice in the matter. However, though the period of 30 days has elapsed, there is no response from the respondents in the matter.

7. In view of this peculiar facts and circumstances of the matter, as per the Clause 17 of the partnership deed,

Hon'ble Shri R.B. Deo, Former Judge of Bombay High Court, is appointed as a Principal Arbitrator and Shri Ashok Shivankar, Former District Judge as third Arbitrator in the matter.

8. The Registrar to take necessary steps and obtain their consent in the matter.

9. List this matter after two weeks for further compliance.

(PRAVIN S. PATIL, J.)

R.S. Sahare