AGK

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION (L) NO.8933 OF 2026
WITH
INTERIM APPLICATION (L) NO.38646 OF 2026

Snehlata Anurag Singh, through PoA holder Niraj Shivkumar Verma … Petitioner

V/s.

M S Ghori Enterprises, running its business through its Partners … Respondent

SHABNOOR AYUB PATHAN

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Ms. Priyanka Dable with Ms. Minakshi Dhokale, Ms. Aditi D. Jaswar and Ms. Sejal Dodia for the Petitioner.

Mr. Karl Tamboly with Mr. Anul Desai, Ms. Swapna Kanade, Mr. Kunal Kamath and Ms. Lulu N. Lohe i/by Kamaltara Partners LLP for the Respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : NOVEMBER 25, 2026

PRONOUNCED ON : NOVEMBER 26, 2026

JUDGMENT:

1. The petitioner has filed this Petition under Section 9 of the Arbitration and Conciliation Act, 1996, asking for protection in relation to the partnership business and the redevelopment work of the property situated at Survey No. 38, Hissa No. 4, CTS No. 312, 312/1 to 7, Village Kanheri, Taluka Borivali, Mumbai. She wants that the respondent and persons claiming through it should not create any rights in favour of outsiders or sell, transfer or otherwise deal with the partnership properties and assets. She has

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asked the respondent to give details of the transactions made by it. She has asked for appointment of the Court Receiver and an order directing the parties to maintain status quo in respect of the property and the redevelopment work.

2. The petitioner's main case is that she was admitted as a partner in the respondent firm in January 2019. She was given 80% share in the capital assets, profits, and losses of the firm. According to her, she had put an amount of Rs.1,68,00,000/- into the redevelopment project. Thereafter, she agreed to leave the partnership on receiving Rs.2 crores. She says that though the necessary documents were signed on 23 July 2022, the agreed amount was not paid to her. According to her, the earlier Memorandum of Understanding and the arrangement for her retirement could not become fully effective unless the agreed amount was paid. On this basis, she says that the respondents cannot deal with the partnership property or bring any other person into the project without obtaining her consent.

3. The respondent has opposed the Petition by filing an affidavit in reply on behalf of Rathi Lifespaces Realtors Private Limited. According to the respondent, the petitioner had retired from the partnership without putting any condition under the Retirement Deed dated 23 July 2022. It is stated that Rs.50 lakhs were paid to her through RTGS and post-dated cheques were given for payment of the remaining Rs.1.50 crores. The respondent has pointed out that the petitioner has not produced any document to show that the cheques were dishonoured. Therefore, according to the respondent, the petitioner has no right in the partnership or in

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its property. The respondent has stated that after the petitioner retired, the partnership was again reconstituted on 27 July 2022. According to it, Rathi Lifespaces Realtors Private Limited was taken into the partnership as a new partner, and it has invested a large amount in the redevelopment project. It is claimed that more than Rs.3.96 crores have been invested, and the redevelopment work has moved ahead to a considerable extent. The respondent has stated that 16 tenants are waiting for their rehabilitation and some persons who have agreed to purchase flats have invested money in the project. It is contended that if the injunction is continued, it will create serious difficulties for such persons, though they are not parties to this Petition.

REASONS AND FINDINGS:

4. I have considered the pleadings, the documents produced by the petitioner, the affidavit in reply and the orders passed in this matter from time to time. The main questions which arise for consideration are whether the petitioner has shown any prima facie right in the partnership property, whether there is any real possibility of the respondent taking steps which may affect or defeat such right and whether the interim protection asked for by the petitioner is required for protecting the subject matter of the arbitration.

5. At the beginning, it is necessary to see how the arrangement between the parties started. The documents show that M/s. Ghori Developers was doing redevelopment business and had development rights in respect of the property known as Fatehpur

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House. There were 16 flats in the building which were occupied by tenants. The building had been demolished and steps for redevelopment had been taken. The Municipal Corporation had issued a Commencement Certificate on 23 November 2010. The construction had reached the plinth level. However, the work remained stopped because of changes in the rules and regulations. Thereafter, a Memorandum of Understanding dated 31 December 2018 was entered into between the existing partners and the petitioner. From this document, it appears that the existing partners did not have enough money to complete the redevelopment work. They approached the petitioner to join the partnership. The petitioner agreed to provide financial help and to take part in the redevelopment project. Thereafter, a Deed of Reconstitution of Partnership was signed on 16 January 2019. Under this document, the petitioner was admitted as a new partner. Her share in the capital assets, profits and losses of the firm was 80%. Mr. Abdul Hafeez Aziz Ghori had 5% share and Mr. Abdul Aziz A.K. Sayed had 15% share. Therefore, there is no dispute that the petitioner was admitted as a partner and was given a major share in the partnership. This fact is clear from the written document signed by the parties. However, the rights of the partners cannot be understood only by looking at Clause 13 of the Deed of Reconstitution. Clause 9 of the said Deed provides as follows:

> "The New Partner and the Continuing Partner entitle to sale their respective salable area coming to their respective shares without consent of the each other and they are entitle for sale proceed thereof."

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6. Clause 13 provides that:

> "Each partner shall be just and faithful to the other. No partner shall:
>
> (a) Sell, Mortgage, charge or otherwise dispose of the effects, assets of any property or any part thereof the partnership firm.
>
> (b) Assign or in any way dispose of his share of any part thereof in the Partnership firm.
>
> (c) Lend or borrow any money or property on credit without the previous written consent of all the partners in other than ordinary course of business."

7. The other parts of Clause 13 put restrictions on a partner. These restrictions relate to standing as a surety, settling claims and drawing or accepting negotiable instruments without taking the required written consent of the other partners.

8. These clauses have to be read together. Their meaning has to be understood by looking at both the clauses. Clause 13 puts restrictions on the partners from dealing with the property and assets of the partnership on their own. However, Clause 9 allows the partners to sell the saleable area which comes to their respective shares without taking consent of the other partners. Clause 18 contains provisions regarding execution of agreements for sale of their respective saleable areas. Therefore, Clause 13 cannot be read to mean that every sale or transaction with an outsider in the ordinary course of redevelopment is prohibited. At the same time, it does not give any partner permission to sell the entire partnership property or transfer his share in the firm in a manner which is not allowed under the partnership arrangement.

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9. The petitioner has relied upon Clause 13. According to her, the respondents have broken this clause by bringing another party into the partnership business and creating rights in favour of third parties without taking her consent. This argument may have some force if the petitioner was still a partner when those transactions took place. But the main question which has to be considered is whether she continued to remain a partner after the documents dated 23 July 2022 were signed. The documents signed on 23 July 2022 are important and need to be considered separately. The first document is titled Cancellation/Surrender of Memorandum of Understanding. The second document is the Deed of Retirement of Ghori Developers. Both documents were signed on the same date. However, their contents are not the same. They deal with different parts of the arrangement between the parties. It is necessary to see what is stated in each document.

10. Under the Cancellation/Surrender Deed, the parties recorded that the petitioner had spent Rs.1,68,00,000/- in connection with the project. These expenses included architect fees, BMC deposits, site expenses and brokerage. The document records that M/s. Ghori Developers had agreed to pay a total amount of Rs.2 crores to the petitioner. This amount was to be paid in four parts. An amount of Rs.50 lakhs was to be paid through RTGS bearing No.365529 dated 26 July 2022. The remaining three amounts of Rs.50 lakhs each were to be paid through post-dated cheques bearing Nos.365530, 365531 and 365532, dated 1 September 2022, 1 October 2022 and 1 November 2022 respectively.

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11. The most important part of this document is the condition about payment. It states:

> "after clear all the payment in favour of party of the second part"

12. Thereafter, it provides that the petitioner would have no right, title, interest, or claim in respect of the property and the document executed for the same would stand cancelled. The document records:

> "the Second Part i.e. MRS. SNEHLATA ANURAG SINGH hereby declare that after clear all the said Cheques in favour second part after that said Deed of Cancellation of MoU is valid."

13. These words show that the parties had connected cancellation of the earlier arrangement with actual clearance of the cheques agreed to be given to the petitioner. Therefore, only because the Cancellation Deed was signed, it cannot be said that the petitioner's earlier rights came to an end. It is necessary to find out whether the agreed payment was received by her.

14. The respondent has argued that the Cancellation Deed was a separate arrangement and that the petitioner had no right to make any claim against the partnership. I am unable to accept this argument in full. The document refers to the original Memorandum of Understanding dated 31 December 2018. It mentions the expenses incurred by the petitioner in the redevelopment project and the amount which M/s. Ghori Developers had agreed to pay her. Thus, the later document is directly connected with the earlier partnership arrangement. Only

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because it was signed separately, it cannot be treated as having no connection with the earlier arrangement between the parties. However, there is one more document which requires consideration. It is the Deed of Retirement dated 23 July 2022. Clause 1 of that document states:

> "The Party of the Second Part have retired from the partnership business of M/S. GHORI DEVELOPERS with effect from the date of execution of these presents."

15. In this document, the petitioner is described as the Retiring Partner. It states that the remaining partners would continue the business. Their shares were shown as 5% for Mr. Abdul Hafeez Aziz Ghori and 95% for Mr. Abdul Aziz A.K. Sayed. The document records that the petitioner had agreed to accept the settlement in full and final settlement of all her claims and dues as a partner of the firm.

16. On reading the Retirement Deed, I find that the petitioner had agreed to retire from the partnership with effect from 23 July 2022. Clause 1 of this Deed does not say that her retirement would take effect only after she received Rs.2 crores. The words used in this clause are clear. They say that she had retired from the partnership from the date on which the document was signed. To this extent, the respondent is right in saying that the petitioner cannot claim that she continued as a partner only because there is a dispute about payment of the amount mentioned in the separate Cancellation/Surrender Deed. However, this finding does not mean that the respondent has proved that the entire amount payable to the petitioner was paid and settled. The Retirement

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Deed and the Cancellation/Surrender Deed have to be read together. The first document records her retirement from the firm. The second document provides for payment of Rs.2 crores. It connects cancellation of the earlier Memorandum of Understanding and the petitioner's giving up of her rights in the property with clearance of the agreed cheques. Therefore, the petitioner's retirement from the partnership and completion of the money settlement are two different matters. The petitioner cannot say that she continued as a partner only because there is a dispute about payment. In the same way, the respondent cannot say that the entire money settlement was completed only because the Retirement Deed was signed.

17. I now consider whether the agreed amount of Rs.2 crores was paid to the petitioner. The respondent relies upon the receipt attached to the Cancellation/Surrender Deed. This receipt records payment of Rs.50 lakhs through RTGS bearing No.365529 dated 26 July 2022. This document supports the respondent's case that an amount of Rs.50 lakhs was paid to the petitioner. However, the remaining amount of Rs.1.50 crores was to be paid through three post-dated cheques. The respondent relies upon the fact that these cheques were issued. It has argued that the petitioner has not stated or produced any material to show that the cheques were dishonoured. In my view, giving a cheque and receiving the amount written in that cheque are two different things. The amount covered by a cheque is received only when the cheque is presented and the bank makes the payment. Therefore, the respondent cannot say that the entire amount of Rs.2 crores was

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paid only because three post-dated cheques were given. The affidavit in reply says that the petitioner has not produced any material to show that the cheques were dishonoured. On the other hand, the petitioner has stated in paragraph 21 of the Petition that the respondents failed to pay her share. Thus, the petitioner has made an allegation of non-payment in the Petition. However, she has not produced her bank statements or any other material to show that the amounts covered by the three cheques were not credited to her account.

18. The receipt attached to the Cancellation/Surrender Deed shows payment of Rs.50 lakhs. However, for the remaining amount of Rs.1.50 crores, the respondent has not produced any bank statement, debit entry, paid cheque or other document to show that the three cheques were honoured. At the same time, the petitioner has not produced her own bank records to show that these amounts were not received by her. Therefore, at this stage, neither side has been able to prove that the entire amount was paid or that the remaining amount was not paid at all. Whether the three post-dated cheques were presented, honoured or paid in some other way will have to be decided by the arbitral tribunal after looking at the bank records and other relevant evidence.

19. I do not accept the respondent's argument that the entire claim of the petitioner has been paid and settled. The respondent has shown that Rs.50 lakhs were paid. However, the documents placed before this Court do not show that the remaining amount of Rs.1.50 crores was paid. At the same time, I do not accept the petitioner's argument that non-payment of the amount makes the

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Retirement Deed invalid. There is no such condition in the Retirement Deed. The petitioner's right to claim the remaining amount and the effect of the condition mentioned in the Cancellation/Surrender Deed are separate matters. Both have to be considered separately.

20. The respondent has argued that the amount claimed by the petitioner is barred by limitation. According to the respondent, the payments were agreed to be made in July, September, October and November 2022. However, the petitioner did not make her claim within three years. The petitioner has produced a notice dated 20 June 2025 invoking arbitration. This notice refers to the Memorandum of Understanding dated 31 December 2018 and Clause 15 thereof. The postal tracking report shows that the notice was delivered on 23 June 2025. This date is before completion of three years even from the earliest payment date mentioned in the Cancellation/Surrender Deed. The respondent has disputed whether this notice was properly served upon the firm. This objection will have to be considered. However, looking at the dates available, I am unable to say that the petitioner's claim is barred by limitation. The effect of the notice and the question of limitation can be examined by the arbitral tribunal after looking at the complete service record and the relevant documents.

21. The respondent has argued that there is no arbitration clause in the Cancellation/Surrender Deed dated 23 July 2022. It is true that this document does not contain a separate arbitration clause. However, this is not the only agreement signed between the parties. The Memorandum of Understanding dated 31 December

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2018 contains an arbitration clause. It says that disputes and differences between the parties will be decided through arbitration under the Arbitration and Conciliation Act, 1996. The Deed of Reconstitution of Partnership dated 16 January 2019 contains an arbitration clause under Clause 17. This clause is important because it covers disputes which arise during the partnership and after the partnership comes to an end, if such disputes relate to the meaning and working of the agreement.

22. In paragraph 4 of the Petition, the petitioner has wrongly mentioned Clause 13 of the Partnership Deed as the clause relating to arbitration. Clause 13 deals with restrictions on the powers of the partners. The arbitration provision is contained in Clause 17. Similarly, the notice dated 20 June 2025 refers to Clause 15 of the earlier Memorandum of Understanding. However, only because a wrong clause number has been mentioned, it cannot be said that there is no arbitration agreement between the parties. The original Memorandum of Understanding and the Deed of Reconstitution contain arbitration provisions. The present dispute regarding the effect of the later Cancellation/Surrender Deed and the payment arrangement is connected with the earlier partnership arrangement. Whether the earlier arbitration clauses will apply to every part of the later dispute is a matter which can be decided by the arbitral tribunal. At this stage, I am unable to accept the respondent's argument that there is no arbitration agreement between the parties at all.

23. The respondent has questioned whether the notice dated 20 June 2025 was properly served. According to the respondent, the

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notice was addressed to M/s. Ghori Enterprises through Mr. Abdul Hafeez Aziz Ghori at B/6, Hill Park Apartment, Jogeshwari (West), Mumbai. However, the postal tracking report shows delivery at Santacruz (West). It is stated that the consignment was received by Mr. Abdul Aziz A.K. Sayed, who had retired from the partnership on 27 July 2022. There is some difference between the address written in the notice and the place where the tracking report shows delivery. This objection cannot be ignored. However, Mr. Sayed was himself a party to the original Memorandum of Understanding and the Deed of Reconstitution. Further, the Retirement Deed dated 23 July 2022 produced by the petitioner describes him as a continuing partner. The respondent relies upon a later Deed of Reconstitution dated 27 July 2022 to show that he had retired. However, that later document has not been produced in the material placed before me. In these circumstances, the objection about service of the arbitration notice cannot be decided only on the basis of the statements made in the affidavit. It is necessary to note that the order dated 15 October 2026 records that the respondent was served. Thereafter, by a later order dated 18 November 2026, the petitioner was directed to serve a complete copy of the Petition upon the respondent. The respondent appeared through its Advocate and filed an affidavit in reply. Therefore, only because there is a dispute about service, I do not consider it proper to hold that the entire arbitration proceeding has no basis.

24. There is one more objection raised by the respondent. According to it, the name of the partnership firm is M/s. Ghori

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Developers and not M/s. Ghori Enterprises, as mentioned in the Petition. The original Memorandum of Understanding, the Deed of Reconstitution and the Retirement Deed all refer to M/s. Ghori Developers. However, the petitioner has described the respondent in the present Petition as M/s. Ghori Enterprises. The petitioner has not produced any document showing when or how the name of the firm was changed from Ghori Developers to Ghori Enterprises. The respondent has appeared before this Court and opposed the proceedings as the concerned firm. Therefore, only because there is a difference in the name, it cannot immediately be said that the Petition is against some entirely different business. However, this difference is important. The name of the firm mentioned in the Petition does not match the name appearing in the documents relied upon by the petitioner. The correct identity of the firm will have to be established before its responsibility can be decided.

25. I now consider the respondent's objection that the petitioner has proceeded against persons who have either died or retired from the partnership and has not initially joined the persons who are carrying on the business. The affidavit in reply states that Mr. Abdul Hafeez Aziz Ghori died on 5 October 2023 and that Mr. Abdul Aziz A.K. Sayed retired from the firm on 27 July 2022. It is stated that Rathi Lifespaces Realtors Private Limited was brought into the partnership as a new partner under a Deed of Reconstitution dated 27 July 2022. Mr. Mohammed Afzal Abdul Aziz Sayed was brought into the partnership as a partner. The order dated 19 November 2026 directed the petitioner to join

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Rathi Lifespaces Realtors Private Limited as a party to the present Petition. Thereafter, an affidavit in reply has been filed on behalf of Rathi Lifespaces Realtors Private Limited through its authorised representative.

26. The petitioner has not produced the later Deed of Reconstitution dated 27 July 2022. Therefore, from the material available, the exact terms on which Rathi Lifespaces Realtors Private Limited was brought into the partnership and the rights given to it cannot be finally examined. However, one thing is clear. The Retirement Deed dated 23 July 2022 had recorded that the petitioner had retired from the partnership. Therefore, she cannot rely upon Clause 13 as if she was still a partner even after that date and say that every later change in the partnership required her consent. Any claim which the petitioner may have after 23 July 2022 will have to be considered mainly with reference to the payment arrangement and the condition mentioned in the Cancellation/Surrender Deed. Whether any particular transaction made after that date affects her remaining contractual rights will depend upon the terms of that transaction and the decision of the arbitral tribunal.

27. I find that the respondent has placed certain facts before the Court about the present position of the redevelopment project. It is stated that Rathi Lifespaces Realtors Private Limited has invested more than Rs.3.96 crores in the project. This includes an initial investment of Rs.2.90 crores and a investment of Rs.1,06,07,629/-. It is stated that the firm has continued to pay transit rent to the 16 tenants and that the project is registered under MahaRERA No.

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P51800078646, with a completion target of 31 December 2026. According to the respondent, the building consists of a stilt and nine upper floors and third-party purchasers have invested money in the project. These statements show that if a complete injunction is continued, it may create difficulties for the redevelopment project and for other persons connected with it. At the same time, the petitioner's own documents show that redevelopment of the property had started from 2008 onwards. The building had been demolished, the tenants had shifted to alternate accommodation and the construction work had reached the plinth level even before the petitioner joined the partnership in 2019.

28. The petitioner has not placed before this Court any particular agreement, sale deed, assignment, or mortgage made by the respondents after her retirement which would show that the respondents have deliberately transferred the property to defeat her claim. The general statements made in paragraphs 5 and 6 of the Petition that the respondents have created third-party rights and brought another party into the project are not supported by details of the actual transactions. The petitioner has not given the name of any particular third party, the date of any transaction or any document in this regard. There is no material to show that the respondents are trying to dispose of their assets with an intention that any future arbitration award should become useless or impossible to enforce.

29. The petitioner has relied upon the fact that she originally held 80% share in the partnership. There is no dispute about this fact. However, she signed the Retirement Deed and agreed to leave

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the partnership. After her retirement, the restrictions contained in Clause 13 of the Deed of Reconstitution could not continue to apply in her favour as if she was still a partner. Her rights after retirement will have to be decided on the basis of the settlement documents and the amount which was agreed to be paid to her. It is necessary to remember that the amount of Rs.2 crores mentioned in the Cancellation/Surrender Deed was the agreed amount for bringing the earlier arrangement to an end. The petitioner cannot rely upon the Retirement Deed to claim the benefit of the retirement arrangement and at the same time ignore its clear statement that she had retired from the partnership from the date on which it was signed. Therefore, the petitioner's argument that the cancellation and retirement documents have become invalid because the amount was not paid cannot be accepted. Both documents have to be understood by looking at what is written in them. The Retirement Deed records that she retired from the partnership. The Cancellation/Surrender Deed, on the other hand, connects cancellation of the earlier Memorandum of Understanding and the petitioner's giving up of her rights in the property with clearance of the agreed payment. Thus, the petitioner may still have a claim for the amount which was not paid. She may raise the question about the effect of the condition mentioned in the Cancellation/Surrender Deed. However, only because such a claim remains, her position as a partner does not come back. It does not give her an unrestricted right to stop the present partners from continuing the redevelopment work.

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30. The relief asked for in prayer clause A is very wide. The petitioner wants the respondent to be stopped from creating any third-party rights, selling, transferring or assigning any partnership assets, properties or business, including the entire redevelopment property. If such an order is passed, it will affect the whole redevelopment project. It may affect the rights of the 16 tenants and persons who may have entered into agreements for purchase of flats. The original partnership arrangement allowed the partners to sell their respective saleable areas in the normal course of business. Therefore, stopping all dealings with third parties would go beyond what is required for protecting the petitioner's contractual claim. It is important that the petitioner has not shown that the respondent is about to transfer the entire property, create a mortgage or remove the assets in such a manner that the arbitral tribunal will not be able to give any effective relief. A mere fear that something of this nature may happen is not enough to pass an order which may stop the entire redevelopment project. The purpose of Section 9 is to protect the subject matter of arbitration and to see that any award which may be passed in future is not defeated. It is not meant to stop an ongoing business or redevelopment project only because there is a money dispute between the parties. The Court has to look at the actual material placed before it and grant only such protection as is really necessary.

31. The petitioner has asked that all transfers or third-party rights created by the respondent should remain subject to the final result of the arbitration. However, she has not identified which

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particular transfers or third-party agreements should be covered by such an order. Without knowing the details of those transactions and the persons who may be affected, passing a general order would create uncertainty for persons who are not parties before this Court. Further, the respondent disputes that the petitioner has any continuing right in the property after her retirement. Whether the later induction of Rathi Lifespaces Realtors Private Limited was valid and whether any rights were created in violation of the earlier arrangement will require examination of the later partnership documents and the actual transactions.

32. The petitioner has asked for details of all third parties, agreements, MOUs, development arrangements, amounts received, bank accounts, receivables and bookings. This prayer is very wide. Such information may be useful for deciding the dispute. However, the petitioner has not shown any particular transaction which has been made in violation of any right which she has under the documents. The entire accounts and all transactions of the present partnership cannot be brought under the supervision of the Court only because the petitioner was earlier holding 80% share in the firm. The petitioner can ask the arbitral tribunal to direct the parties to produce relevant documents and accounts. The tribunal can then decide which documents are required for deciding her claim and pass suitable orders according to law.

33. I am not satisfied that appointment of the Court Receiver is necessary in this case. A Court Receiver is generally appointed when the property needs protection from misuse, waste or damage and ordinary protection is not enough. In the present case, the

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property is part of a redevelopment project which is going on. The rehabilitation of 16 tenants is involved. The respondent says that a substantial amount has been invested and that the project has reached an advanced stage. The petitioner has not placed any material to show that the property is being wasted, damaged or deliberately taken out of the control of the firm. Appointment of a Court Receiver at this stage would unnecessarily interfere with the management and completion of the redevelopment project. Therefore, this relief cannot be granted.

34. The petitioner has asked for an order directing the parties to maintain status quo regarding the title, possession, development, construction, and dealings with third parties. If such an order is passed, it would substantially stop construction and transactions in the project. The petitioner has not established that she continues to be a partner of the firm. She has not shown any particular act of the respondent which is likely to defeat any future award of the arbitral tribunal. Therefore, the balance of convenience is not in favour of granting such a wide order.

35. I have considered that the ad-interim injunction was granted on 15 October 2026. On that date, the respondent had not appeared before the Court. The Court was informed that the petitioner had not received the amount agreed under the Cancellation/Surrender Deed and that Clause 13 of the Partnership Deed continued to protect her interest. On the basis of these submissions, ad-interim relief in terms of prayer clause A was granted. However, an ad-interim order can be looked at again when the other side appears and places its case before the Court.

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After the respondent appeared, the Court permitted it to file an affidavit in reply and directed the petitioner to join the present partner, Rathi Lifespaces Realtors Private Limited, as a party. I have now considered the submissions made by both sides and the documents relied upon by them. The earlier order cannot continue only because it was passed at an earlier stage. The case put forward by the respondent has to be considered before deciding whether the injunction should continue.

36. The respondent has alleged that the petitioner deliberately did not serve the Petition upon the present partners and tried to obtain an order without placing the correct facts before the Court. It is alleged that the petitioner used an address where the notice was not served. On the other hand, the petitioner relies upon the original service record and the order dated 15 October 2026, which records that service had been effected. On the material available, I am not inclined to hold that the petitioner deliberately misled the Court or acted with any dishonest intention. There is not enough material to give such a finding. However, the difference in the addresses, the objection regarding the death and retirement of the persons named in the proceedings and the direction dated 19 November 2026 to join the present partner show that the complete position about the present constitution of the firm was not before the Court when the earlier order was passed.

37. The petitioner's claim for the remaining amount of Rs.1.50 crores cannot be rejected only because she retired from the partnership. The documents show that an amount of Rs.2 crores

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was agreed to be paid to her. They show that cancellation of the earlier arrangement was connected with clearance of the agreed cheques. The respondent has not produced bank records to show that the entire amount was paid. The petitioner is entitled to have her claim under the agreement examined in arbitration. However, only because such a claim exists, she cannot ask for an injunction against every asset and transaction of the partnership firm. She has not shown any immediate danger that the respondent is removing or disposing of its assets with an intention to defeat the arbitration proceedings. The material available does not show that continuing the entire injunction is necessary for protecting her claim.

38. While considering the balance of convenience, the progress of the redevelopment project and the interests of the tenants and third-party purchasers have to be kept in mind. The redevelopment project has remained pending for many years. The earlier documents themselves show that the building was demolished and the tenants were shifted to alternate accommodation. If every sale, transfer, and construction is stopped, it may cause serious difficulties to those persons. Such an order cannot be passed unless there is clear material to show that the petitioner's existing rights will otherwise be defeated.

39. I find that the petitioner has shown that there is a genuine dispute between the parties about payment of Rs.2 crores and the effect of the Cancellation/Surrender Deed dated 23 July 2022. The respondent has not finally proved that the entire amount was paid. The petitioner has shown that the original Memorandum of Understanding and the Deed of Reconstitution contain arbitration

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clauses. However, the petitioner has not established that she continued as a partner after 23 July 2022. She has not produced sufficient material to show that any particular transaction made by the present partners was intended to defeat her claim. The wide interim protection asked for by her would affect the redevelopment project and may create difficulties for several persons who are not parties to the arbitration.

40. For these reasons, I am not inclined to continue the ad-interim injunction granted on 15 October 2026. The petitioner is free to pursue her claim about the unpaid amount and the meaning and effect of the documents dated 23 July 2022 before the arbitral tribunal. This Court is not finally deciding whether the three post-dated cheques were honoured, whether cancellation of the original Memorandum of Understanding became effective or whether any amount is still payable to the petitioner. These questions will remain open for the arbitral tribunal to decide after looking at the relevant bank records, original documents and the later Deed of Reconstitution, if it is produced. Nothing stated in this judgment shall be treated as a final decision about the petitioner's money claim or the final rights of the parties in the redevelopment property.

41. For the reasons stated above, I pass the following order:

(i) The Arbitration Petition is dismissed insofar as the petitioner seeks interim reliefs under prayer clauses A, B, D, E and F;

(ii) The ad-interim injunction granted by order dated 15

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October 2026 in terms of prayer clause A stands vacated;

(iii) The respondent's application seeking vacation of the ad-interim relief is allowed to the extent stated above;

(iv) The prayer for appointment of the Court Receiver is rejected;

(v) The petitioner's claim regarding the alleged unpaid amount under the Cancellation/Surrender Deed dated 23 July 2022 is left open to be decided in accordance with law in the arbitration proceedings;

(vi) The findings in this judgment regarding the Retirement Deed and the Cancellation/Surrender Deed are only for deciding the present application for interim measures. They shall not prevent the arbitral tribunal from examining the full effect of those documents and the later transactions between the parties;

(vii) There shall be no order as to costs.

(viii) All pending interim applications, if any, shall stand disposed of in terms of this judgment.

(AMIT BORKAR, J.)

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