IN THE HIGH COURT OF JUDICATURE AT BOMBAY

NAGPUR BENCH, NAGPUR

WRIT PETITION NO. 5073 OF 2025

1. Mr. Ramchand S/o Sobhraj Kishnani
Aged about 63 years.
Occupation: Business.
Resident of Block No. 311,
Kishnani Chowk, Jaripatka,
Nagpur – 440014.

... PETITIONER
(Original Decree holder No. 2)

...VERSUS...

1. Mrs. Sushila W/o Ramchandra Sadashiv.
Aged about : Major.
Occupation: Nil.
Respondent of Plot No. 91, Nazul layout Colony, Nagpur 440014. (Original Judgment Debtor No.1)

2. Mrs. Kiran W/o Purushottam Kishnani
Aged about 42 Years.
Occupation: Business.
R/o Flat No. 204, F-Wing, Pyramid City, Jaripatka, Nagpur-14. (Original Judgment Debtor No.2)

3. Mr. Rajesh S/o Sobhraj Kishnani.
Aged about 55 Years.
Occupation: Business.
Resident of Block No. 311,
Kishnani Chowk, Jaripatka,
Nagpur – 440014. (Original Decree Holder No. 1)

...RESPONDENTS

Shubham

Mr. Nitin A. Lalwani, Advocate for the Petitioner.
Mr. Yash Maheshwari Advocate for the Respondent No. 2.

CORAM : NANDESH S. DESHPANDE, J.

RESERVED ON : OCTOBER 14, 2026.
PRONOUNCED ON : OCTOBER 28, 2026.

JUDGMENT

1. **Rule.** Rule is made returnable forthwith. Heard finally with the consent of the learned counsel for the parties.

2. The present petition challenges Order dated 22.07.2025 passed below Exhibit 11 and Exhibit 1 by the 21st Joint Civil Judge Senior Division Nagpur in Arbitration R.D. No. 1452 of 2023 and prays for allowing the execution of sale deed in favour of the present petitioner who is the original Decree Holder No. 2 in respect of the property mentioned therein.

3. The facts as can be seen from the narration in the petition are as under:

a) The petitioner herein is the decree holder and more specifically Decree Holder No. 2, and also the real brother of Respondent No. 3, i.e., the original Decree Holder No. 1, and brother-in-law of the Judgment Debtor No. 2 (Original Judgment

Debtor No. 2). Respondent No. 1 herein is the original Judgment Debtor No. 1, who is the owner of the property involved in the dispute.

b) It is further stated in the petition that since respondent No. 2 herein, who is the judgment debtor No. 2, wrongfully mortgaged the house properties of the Decree Holders, it led to several disputes between the parties, i.e., the petitioner, respondent Nos. 2 and 3, and the husband of respondent No. 2. However, by efflux of time, the parties herein, in order to resolve their disputes amicably, resorted to conciliation, thereby resulting in the execution of an award by mutual consent on 14.08.2023. The said award was passed under Sections 73 and 74 of the Arbitration and Conciliation Act, 1996 (for short, the "Act of 1996"), by a sole conciliator, Ms. Vishakha Joshi (Advocate).

c) By virtue of the said award dated 14.08.2023, it was agreed that a sale deed would be executed by judgment debtor No. 1 in favour of the Decree Holders for a shop block owned by Judgment Debtor No. 1. In the said award, Judgment Debtor No. 2 (Respondent No. 2 herein) was the consentor.

d) However, since the sale deed was not executed as per the award and thus there was a failure to comply with the award, the decree holders were compelled to file execution proceedings against the judgment debtors, seeking execution of the sale deed through the Court in view of the said award. The said proceedings were registered as Arbitration R.D. No. 1452 of 2023. During the pendency of the said proceedings, Decree Holder No. 1, i.e., Respondent No. 3 herein, transferred his 50% share to the present petitioner, i.e., decree holder No. 2, and an additional award was executed on 19.12.2024. By virtue of the said additional award, Respondent No. 3 also filed an affidavit, thereby transferring all his decretal rights in favour of the present petitioner. In the said execution proceedings, the petitioner preferred an application on 18.12.2024 for issuing directions to the Court Officer to execute a sale deed in favour of the petitioner, as per the award.

e) Even though the original owner, i.e., Respondent No. 1 herein, did not object, Respondent No. 2 appeared in the proceeding and filed various objections. The said objections were duly replied to by the present petitioner. The executing Court, however, was pleased to pass an order below Exhibit 11, holding that the award under execution was bad in law and unenforceable,

since Sections 62 to 64 of the Act of 1996 had not been complied with. It is this order which is impugned in the present petition.

4. I have heard Mr. Nitin A. Lalwani, learned counsel for the petitioner, as also Mr. Yash Maheshwari, learned counsel for respondent No. 2 (the original objector).

5. Mr. Nitin A. Lalwani submits that the impugned order is bad in law, since it fails to consider the provisions of the Act of 1996 and more particularly Sections 62 to 64 thereof. By drawing my attention to the said provisions as unamended and prior to 2023, he submits that Section 61 of the Act of 1996 provides that Part III of the said Act would apply to conciliation of disputes arising out of legal relationships, whether contractual or not, and to all proceedings relating thereto. He also submits that Section 62 specifically provides that conciliation proceedings would commence when the party initiating conciliation sends to the other party a written invitation to conciliate, briefly identifying the subject of the dispute. He therefore submits that the only premise on which the impugned order is passed is that there was no such invitation or pre-award agreement and, therefore, the award is not executable. He also takes me through the various objections filed by the present

Respondent No. 2 and more particularly the objection at page 55, which is the first of them. By drawing my attention to the said objection, the learned counsel for the petitioner submits that the said objection states that the award is unenforceable in law for non-compliance with the provisions of Section 61(2), since cancellation of the alleged instrument is not an arbitrable dispute. By further taking me through the additional objection, he states that respondent No. 2 herein sets up a new case and objects to the modification of the arbitral award on the ground that it is not permissible.

6. By taking me through the third objection at Exhibit 32 at page 72, he states that, for the first time, it was stated by Respondent No. 2 herein that the award put into execution is tainted by fraud. He therefore submits that Respondent No. 2 is unnecessarily harassing the present petitioner and has been stating new grounds each time by filing objections. He submits that, therefore, the entire exercise is only to protract and delay the execution of the award and, therefore, prays for allowing the petition by quashing the impugned orders.

7. He also submits that the executing Court has gravely erred in rejecting the application filed by the petitioner below Exhibit 11, which was an application for issuance of directions for execution of the sale deed through the Court Officer as per the award dated 14.08.2023. In support of his contention, he places reliance on the following judgments.

I. ***Titan Co. Ltd. Vs. Karvy Comtrade Ltd. and Others,*** reported in **2021 SCC OnLine Bom 420.**

II. ***Futuristics Offshore Services and Chemicals Ltd. Vs. Oil and Natural Gas Corporation Ltd.,*** reported in **2012 SCC OnLine Bom 1432.**

III. ***R.K. Textiles Vs. Sulabh Textiles Pvt. Ltd,*** reported in MANU/MH/0442/2002.

IV. ***Vasudev Dhanjibhai Modi Vs. Rajabhai Abdul Rehman and Others,*** reported in **1970 (1) SCC 670.**

V. ***Hiralal Moolchand Doshi Vs. Barot Raman Lal Ranchhoddas (Dead) By Lrs.,*** reported in **(1993) 2 SCC 458.**

VI. ***Shyam Singh Vs. Daryao Singh (Dead) By Lrs. and Others,*** reported in **(2003) 12 SCC 160.**

8. Per contra, Mr. Yash Maheshwari would vehemently oppose the contentions canvassed by the learned counsel for the petitioner. He states that the order is perfectly justified and valid. By drawing my attention to the various objections filed by him before the executing Court, he submits that the judgment debtor was within her rights to file the said objections, inasmuch as she was a

consentor to the award. He also submits that Section 62, as unamended, of the Act of 1996 contemplates a prior agreement before entering into or executing an award which is sought to be enforced. By drawing my attention to the award, he submits that no such exercise appears to have been undertaken. After appreciating the entire award, he also draws my attention to the impugned order passed below Exhibit-11, wherein the trial Court has elaborately dealt with each of the objections. He also places reliance on the following judgments:

9. Rival contentions fall for my consideration.

10. I have gone through the entire record of the matter, the legal provisions and also the impugned order. As can be seen from paragraph 17 of the impugned order, the executing Court has rightly categorized the objections into the following five points:

> *"17] Judgment Debtor No.2 opposed the application on the following grounds and each ground is dealt with separately.*
>
> *1) Cancellation of agreement to sell the suit property/subject matter dated 11/08/2021 executed by judgment debtor No.1 in favour judgment debtor No.2 is not arbitrable dispute.*
>
> *2) The conciliation proceeding lacks compliance under Section 62, 64 and 66 of the Act of 1996, unless lawful agreement arrived at as alleged.*

3) Modification of award/additional Award dated 19/12/2024 by the conciliator is not permissible in view of Section 33 of the Act of 1996.

4) Award is not registered, hence, it cannot be executed.

5) Vague averments in the Award in respect of consideration amount."

11. As far as point Nos. 1 and 4 are concerned, it has outrightly rejected the said objections on those grounds. It has, however, upheld the objections as far as point Nos. 2, 3 and 5 are concerned. It would , therefore, be necessary to see the reasoning therefor.

12. As far as can be seen, point No. 2 is regarding the non-compliance of Sections 62, 64 and 66 of the Act of 1996. I have gone through the contents and the specific legal provisions in that regard.

13. As stated by me supra, Sub-Section 1 of Section 62 provides that a party initiating conciliation would send to the other party a written invitation to conciliate, briefly identifying the subject of the dispute. Sub-Section 2 provides that the conciliation proceedings would commence when the other party accepts in writing the invitation to conciliate, while Sub-Section 3 of the said section states that if such other party rejects the invitation, there will be no conciliation proceedings. Furthermore, Sub-Section 4 provides that

if the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, or such extended period or such period as specified in the invitation, he may elect to treat this as a rejection of the invitation and shall inform the other party in writing accordingly. Section 64 provides for appointment of conciliators and contemplates that the parties may agree for appointment of a sole conciliator or two conciliators, each party appointing one. Section 66 provides that the conciliator is not bound by certain enactments like the Code of Civil Procedure or the Indian Evidence Act. A conjunctive and meaningful reading of all the said sections would reveal that there should be a written invitation by the interested party given to the other party to conciliate and thereafter, if the said invitation is accepted, the conciliation proceedings as contemplated under the subsequent sections would follow.

14. Much emphasis has been laid by the learned counsel for respondent No. 2 on the fact that the award impugned does not show such methodology adopted by the parties. However, after carefully going through the award, I am unable to agree with the contentions advanced by the learned counsel for the parties. A careful and meaningful perusal of the said award would reveal that

the said award describes the backdrop in which the said award was executed. It provides that an unregistered sale deed dated 11.08.2021 on an insufficiently stamped document was executed between respondent Nos. 1 and 2. It also records that because of several disputes between the parties, the parties had decided that they did not have any intention to enforce the sale deed and, therefore, they had agreed to resolve their disputes by way of the said conciliation proceedings.

15. Mr. Nitin A. Lalwani, learned counsel for the petitioner, is correct in submitting that the provision nowhere contemplates that there should be a separate prior invitation or that there is any bar to incorporating such an invitation or acceptance thereof in the conciliation agreement itself. As far as the reasoning of the executing Court in upholding the said objection is concerned, the same is found in paragraphs 20 and 21 thereof. A perusal of the said paragraphs clearly reveals that the executing Court has directed itself on a legally and factually incorrect premise. It has recorded a finding that there should be an agreement between the parties for commencement of the conciliation proceedings culminating in a conciliation award which was put into execution. It has therefore held that since no such copy of a written agreement

preceding the conciliation agreement was produced on record by the decree holder, the same is unenforceable in law. The reasoning, in my considered opinion, is not correct.

16. The trial Court has lost sight of the fact that Section 61 of the Act of 1996 specifically provides that Part III would apply unless the parties have otherwise agreed to the settlement of their disputes arising out of a legal relationship. It ought to have been seen by the trial Court that the existence and execution of the agreement were never pleaded as disputed, nor was there any objection regarding the same. It therefore follows that the parties, out of their own volition and free will, entered into an agreement. The finding of the executing Court that merely because there is a reference in the arbitration award that the parties have agreed to resolve their disputes, the same will not absolve the parties to the dispute from entering into an agreement is, in my considered opinion, totally incorrect. There is nothing in the statute which provides that there should be a separate agreement before execution of the conciliation agreement, as has been sought to be stated by the executing Court in the impugned order.

17. The executing Court also lost sight of the fact that the parties were closely related and that the owner of the property, i.e., respondent No. 1 herein, has never objected to the conciliation award. In my considered opinion, therefore, there is substantial compliance with the provisions of Sections 61 and 62 of the Act of 1996. The non-suiting of the decree holder by the executing Court is therefore unsustainable in law.

18. Furthermore, the executing Court has also upheld the objection regarding the modification of the award being impermissible in law in view of Section 33 of the Act of 1996. The reasoning for upholding the said objection is also totally fallacious. The executing Court has given unnecessary emphasis to the nomenclature of the said additional award, which states that it is an additional award, and therefore, the executing Court found it to be not in consonance with the provisions of Section 33. However, it lost sight of the fact that Clause 6 of the conciliation agreement specifically provides that the original owner agreed to transfer the property by way of sale in favour of the petitioner and respondent No. 3 jointly or in favour of any of their nominees or representatives. It therefore follows that the said additional award was passed in pursuance of the said Clause 6 of the original award.

Furthermore, it is a settled principle of law that the nomenclature of the document would not be decisive and the contents thereof are to be looked into. If the contents of the said additional/modified award are perused in a meaningful manner, they clearly reveal that Clause 1, which is titled “Settlement”, specifically states that it is only an assignment of the rights accrued to the present respondent No. 3 in favour of the present petitioner, and therefore, it cannot be said to be an award under Section 33 of the Act of 1996. Therefore, the reliance placed by the executing Court on Section 33 of the Act supra is totally misconceived.

19. Furthermore, the executing Court failed to appreciate that the assignment of an award or an award having the force of a decree is permissible in view of the provisions of Order 21, Rule 16 of the Code of Civil Procedure, 1908. The said rule specifically provides that where a decree has been passed jointly in favour of two or more persons, the interest of any decree holder in the decree can be transferred by assignment and such transferee can apply for execution of the decree in the Court which passed it. Thus, there is no embargo on a transferee applying to the Court for execution. Therefore, the said objection, in my considered opinion, was incorrectly upheld.

Shubham

20. As far as the third objection, which was upheld, is concerned, it relates to vague averments in the award in respect of consideration amount. This objection also could not have been upheld since it is not within the domain of the executing Court to examine the vagueness or otherwise of the award. It is a settled principle of law that the executing Court cannot go beyond the decree or award which is sought to be executed. Thus, the vagueness or otherwise of the award is not within the purview and scope of the enquiry of the executing Court. The upholding of that objection is totally uncalled for.

21. The learned counsel for the petitioner has relied upon the following judgments:

I. *Titan Co. Ltd. Vs. Karvy Comtrade Ltd. And Others,* reported in **2021 SCC OnLine Bom 420.**

II. *Futuristics Offshore Services and Chemicals Ltd. Vs. Oil and Natural Gas Corporation Ltd.,* reported in **2012 SCC OnLine Bom 1432.**

III. *R. K. Textiles Vs. Sulabh Textiles Pvt. Ltd.,* reported in **MANU/MH/0442/2002.**

IV. *Vasudev Dhanjibhai Modi Vs. Rajabhai Abdul Rehman And Others,* reported in **1970 (I) SCC 670.**

Shubham

V. *Hiralal Moolchand Doshi Vs. Barot Raman Lal Ranchhoddas (Dead) By LRs.,* reported in **(1993) 2 SCC 458.**

VI. *Shyam Singh Vs. Daryao Singh (Dead) By LRs And Others,* reported in **(2003) 12 SCC 160.**

VII. *Owners And Parties Interested In M.V. "Vali Pero" Vs. Fernandeo Lopez And Others,* reported in **(1989) 4 SCC 671.**

VIII. *P. T. Rajan Vs. T.P.M. Sahir And Others,* reported in **(2003) 8 SCC 498.**

22. As far as the judgment of this Court in ***Titan Co. Ltd. Vs. Karvy Comtrade Ltd. And Others*** is concerned, he relies on paragraph 17 thereof. In the said matter, an identical issue arose for consideration, and the relevant clause was that if the dispute or the matter is not resolved through the conciliation process, the IGRC would ascertain the claim value admissible to the investor client. In the backdrop of these facts, the Court interpreted Section 73 in paragraph 18 and construed that the IGRC order must therefore be construed as a settlement agreement within the meaning of Sections 73 and 74 of the Act of 1996. In effect, it held that there is no such precondition under the Section, nor can the Section be compartmentalized to mean that an agreement should always precede the conciliation agreement.

Shubham

23. The next judgment relied upon by the learned counsel for the petitioner is ***Futuristics Offshore Services and Chemicals Ltd. Vs. Oil and Natural Gas Corporation Ltd.,*** wherein somewhat identical facts were before the Court for consideration. After analysing the scheme of Sections 73 and 74 of the said Act, it held that the settlement agreement has the same status and effect as if it were an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30. It thus held that by a deeming fiction, a settlement agreement has under Section 74 been placed on the same foundation as an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under Section 30. It thereafter went on to hold that the effect of a conciliated statement is under Section 74 that a settlement agreement has the same status and effect as an arbitral award on agreed terms on the substance of the dispute under Section 30.

24. In the judgment of ***R. K. Textiles Vs. Sulabh Textiles Pvt. Ltd.,*** referred to supra, the Court reiterated the well-settled proposition of law that the executing Court cannot go beyond the decree and has to execute it unless it can be shown that the Court which passed it had an inherent lack of jurisdiction. It thus held that the executing Court is not expected nor warranted to enter into an

investigation of the facts, whether there is an absence of an arbitration agreement or not, and if so, whether the alleged incorporation of the term in the bills amounts to a valid arbitration agreement or not, etc. These questions clearly fall outside the jurisdiction of the executing Court, which need not and cannot record its finding on these factual aspects. In spite of the well-settled proposition of law, the Court in the present matter has committed the same mistake and went on to allow the objection of the present respondent No. 2, thereby travelling outside the scope of its jurisdiction.

25. The same principle has been reiterated in V***asudev Dhanjibhai Modi Vs. Rajabhai Abdul Rehman And Others,*** referred to supra. In the judgment of ***Hiralal Moolchand Doshi Vs. Barot Raman Lal Ranchhoddas (Dead) By LRs.,*** referred to supra, the Hon'ble Apex Court held that a decree is said to be a nullity if it is passed by a Court having no inherent jurisdiction. Even if the Court erroneously passes a decree or there is an error while passing the decree, that cannot be a ground to set at naught the entire execution proceedings. The decree is to be called a nullity when it is ultra vires the powers of the Court passing the decree and not merely voidable decree. This is not the case in the present matter.

Shubham

26. The learned counsel for the petitioner has also relied upon the judgment of ***Owners And Parties Interested In M.V. "Vali Pero" Vs. Fernandeo Lopez And Others,*** referred to supra, and more particularly para 18 thereof to bring home his point that where the outcome and fairness of the procedure adopted are not doubted and the essentials of the procedure prescribed have been followed, there is no reason to discard the result simply because certain details which have not prejudicially affected the result have been inadvertently omitted in a particular case. Thus, in the view of the Hon'ble Apex Court, a pragmatic approach which needs to be adopted while construing a purely procedural provision. Otherwise, the rules of procedure will become the mistress instead of remaining the handmaid of justice, contrary to the rule attributed to our legal system. The said judgment further holds that the word "shall", even while requiring a signature of the witness, ordinarily would have the same meaning at all places when used at several places. However, it is also settled that this is not an invariable rule and even though the word "shall" is ordinarily mandatory, but in the context or of the intention or if the intention is otherwise, it may be construed to be merely directory. In short, the construction ultimately depends on the provision itself, keeping in view the

intendment of the enactment and the context in which the word "shall" has been used.

27. If, in the backdrop of the dictum of the Hon'ble Apex Court, the present case is evaluated, I am of the considered opinion that even though the word used is "shall", it cannot be said to be mandatory in view of the context of the facts of the case and more particularly in view of the object of the Arbitration and Conciliation Act, 1996, which aims for speedy disposal of disputes between the parties. The same principle has been reiterated in ***P. T. Rajan Vs. T.P.M. Sahir And Others,*** referred to supra, wherein the Hon'ble Apex Court held that a statute must be read in the text and context thereof. Whether it is directory or mandatory would not be solely dependent on the use of the word "shall" or "may". Such a question must be posed and answered having regard to the purpose and object it seeks to achieve. Thus, if the judgments cited by the learned counsel for the petitioner are evaluated, I am of the considered opinion that the order impugned in the petition is unsustainable in law.

28. On the other hand, the learned counsel for the respondents has relied on the judgment of the Hon'ble Apex Court in the case of

J. Muthurajan And Another Vs. S. Vaikundarajan And Others, reported in **(2026) 5 SCC 71,** and more particularly, paragraph 29 thereof to state that such an agreement is a condition precedent for entering into conciliation award. However, a careful perusal of the said judgment would reveal that the facts in the said judgment were totally different. In the said matter before the Hon'ble Apex Court, one of the group denied the ever existence of the conciliation agreement on a ground that it was fabricated, executed without their knowledge and to which they were never the parties. It was a dispute between the brothers inter-se and therefore, the Hon'ble Apex Court observed that it is not uncommon that in family arrangements, the younger members succumb to the debt of the eldest. In that view of the matter, the Hon'ble Apex Court went on to record as stated supra. The learned counsel for the petitioner, however, draws my attention to paragraph 41 of the said judgment which states that the observations made in the said judgment are only *prima facie* in nature and would not govern the final adjudication of the suit. Thus, the facts being different in view of the observation of the Hon'ble Apex Court that the said observations being *prima facie* in nature cannot take the case of the respondent any further.

Shubham

29. The next judgment on which reliance is placed is ***Bhavana Vaja And Others Vs. Solanki Hanuji Khodaji Mansang And Another,*** reported in **(1973) 2 SCC 40,** and more particularly para 20 thereof, to submit that even if the executing Court cannot go behind the decree, that does not mean that it has no duty to find out the true effect of that decree and, in appropriate cases, it can take into consideration the pleadings as well as the proceedings leading up to the decree. There can be no dispute about the said proposition, but in the present facts, the said proposition would not apply since the only principal ground which has weighed with the executing Court to uphold the objection is that it is not preceded by an agreement between the parties.

30. The next judgment relied on by the learned counsel for the respondent is in the case of ***Sushil Kumar Mehta Vs. Gobind Ram Bohra (Dead) Through His LRs.,*** reported in **(1990) 1 SCC 193,** to submit that the Hon'ble Apex Court has held that where the original Court in a suit inherently lacked jurisdiction and was incompetent to try the same, consent of parties to a Court with jurisdiction would not operate as a waiver of the plea for want of jurisdiction. There cannot be any dispute about this proposition, but in the

present case, it is nobody's plea that the conciliator before whom the agreement was reached had no jurisdiction to do the same.

31. The last judgment relied on by the learned counsel is in the case of ***Mysore Cements Ltd. Vs. Svedala Barmac Ltd.,*** reported in **(2003) 10 SCC 375.** The learned counsel, by placing reliance on the said judgment, submits that only when the conciliator finds that there is a mutual agreement between the parties and there exists an element of settlement, he is to proceed in accordance with the procedure laid down in Section 73. He should formulate the terms of settlement and make it over to the parties. He submits that it is a well-settled proposition that if the statute prescribes a procedure for doing a thing in a particular way, it has to be done accordingly. As stated supra, there is no dispute about this proposition in view of the settled position of law. However, in the said judgment, a letter of comfort was sought to be enforced, and the facts were totally different. In the present case, it is not even the respondents' case in their pleadings that the agreement of conciliation was never entered into.

32. Thus, I find that there is substantial compliance, which, in my considered opinion, is sufficient in view of the aim and object of the

Arbitration and Conciliation Act, 1996, and the settled proposition of law laid down in the judgments cited by the learned counsel for the petitioner.

33. In that view of the matter, the order of the executing Court is unsustainable in law. The petition is, therefore, liable to be allowed and is allowed as such. I, therefore, pass the following order:

ORDER

i) The Writ Petition is allowed.

ii) The order dated 22.07.2025 passed below Exhibit 11, as also the order passed below Exhibit 1, are quashed and set aside.

iii) Exhibit 11 is consequently allowed in terms of its prayer clause.

34. Writ Petition is allowed and disposed of. Rule is made absolute in the aforesaid terms.

(NANDESH S. DESHPANDE, J.)

Shubham

LATER ON :-

1. After the pronouncement of the judgment, Mr. Yash Maheshwari, learned counsel appearing for respondent No. 2 would pray for stay to the effect and operation of the judgment for such further period to enable the respondent No. 2 to challenge the said judgment.

2. Mr. Nitin A. Lalwani, learned counsel appearing for the petitioner would oppose the request. However, to enable the respondent No. 2 to challenge the said judgment, the effect and operation of the said judgment is stayed for the further period of four weeks.

3. It is made clear that after the expiry of four weeks, the stay granted by this Court would automatically ceased to operate.

(NANDESH S. DESHPANDE, J.)

Shubham