IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPEAL (L) NO. 15179 OF 2023

WITH

COMMERCIAL ARBITRATION APPEAL (L) NO.15191 OF 2023

WITH

COMMERCIAL ARBITRATION APPEAL (L)NO.15193 OF 2023

WITH

COMMERCIAL ARBITRATION APPEAL (L) NO.15201 OF 2023

1. Suresh Raithatha
Adult, Indian Inhabitant, having his
address at 1st Floor, Modi Estate, Agra
Road, Ghatkopar (West), Mumbai 400 086

2. Bhakti N. Dresswala
Adult, Indian Inhabitant, having her
address at 1st Floor, Modi Estate, Agra
Road, Ghatkopar (West), Mumbai 400 086 ...Appellants

VERSUS

Bharti Navnit Raithatha
Of Mumbai, Indian Inhabitant, having her
address at 17/1-A, Sky Scraper, Bhulabhai
Desai Road, Mumbai 400 026 ...Respondent

...

Mr. Simil Purohit, Senior Advocate with Mr. Gauraj Shah & Ms. Nirali Atha i/b Dua Associates, for Appellants.

Ms. Ayesha Damania i/b Ms. Sonal Mishal & Co., for Respondent.

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CORAM : A.S. CHANDURKAR & RAJESH S. PATIL, JJ.
Date on which the arguments were heard : 13th December, 2024
Date on which the judgment is pronounced : 11th March, 2025.

JUDGMENT (PER RAJESH S. PATIL, J.) :

1. These group of four Arbitration Appeals filed under Section 37 of the Arbitration and Conciliation Act, 1997, challenges an order passed by Sole Arbitrator on 3rd December, 2022 as an interim award, which decided the issue of date of dissolution of the partnership firm, and as confirmed by an order passed by the learned Single Judge of this Court on an application filed under Section 34 of the Arbitration and Conciliation Act, 1997 thereby confirming the view of the learned Sole Arbitrator.

2. The parties are closely related to each other, being family members. The parties entered into four Deed of Partnerships dated 16th January 1996, for the purpose of manufacturing and trading of textile fabrics. There were arbitration clauses in each of the Deed of Partnership. There were three partners in the said partnership firm, all having equal share i.e. 33.33%.

3. As disputes arose between the partners, the respondent herein invoked Arbitration proceedings. By an order dated 15th October,

2003, the parties were referred to Arbitral Tribunal, constituting of the learned Sole Arbitrator Justice M. L. Pendse (Retd).

4. As the proceedings were pending before the Sole Arbitrator, the Appellants issued dissolution notice on 4th April, 2008 on the ground that the partnerships were at will as regards all the four partnership firm. The respondent by her reply dated 10th April 2008 objected to the dissolution notice.

5. As the Sole Arbitrator expressed his inability to continue with the proceedings, by an common order dated 1st July 2010, Justice S. S. Parkar (Retd) was appointed as a new Arbitrator in place of the erstwhile Arbitrator.

6. Before the learned Arbitrator on 27th January 2011, while the matter after recording of evidence was posted for final hearing. Appellants raised an issue of first deciding the date of dissolution of partnership. The learned Arbitrator indicated that the issue would be decided at the stage of final hearing. In March 2011 issues were framed by the learned Arbitrator.

7. In between August and September, 2022, at the time of hearing, the Appellants again raised the issue of date of dissolution of partnership. On behalf of the Appellants written submissions were

filed so also the respondent filed their written submissions. On 3rd December, 2022 an interim award was passed by the learned Sole Arbitrator. The said interim award passed by the learned Sole Arbitrator was challenged before the learned Single Judge of this Court, in an Application filed under Section 34 of the Arbitration and Conciliation Act, 1997 (for short 'the Act'). By a common order dated 20th April, 2023 the learned Single Judge of this Court dismissed the Petitions filed under Section 34 of the Act upholding the interim award of the learned Sole Arbitrator.

8. By present four Commercial Arbitration Appeals filed under Section 37 of the Act, the appellants have challenged the interim award passed by the learned Single Judge of this Court.

9. Mr. Simil Purohit, learned Senior counsel appeared on behalf of the appellants (original respondents before the Arbitral Tribunal) and made his submissions :-

9.1 He submitted that the there is a fundamental difference between dissolution on one hand and retirement/ death on the other hand. Whilst Retiring, a partner withdraws from the partnership and the status of the partnership continues between the other partners. Retirement is a severance of the relationship/ interest of the retiring

partner from the firm and dissolution is the severance of the inter se relationship of the partners.

9.2 He submitted that thus, retirement has no bearing on dissolution. A partnership-at-will is constructed so that the partners can dissolve the partnership when they desire. Therefore, a plain reading of Section 40 of the Act would have no application.

9.3 He submitted that assuming that Clauses 13 and 14 of the Deeds of the Partnership can at all be read to determine the true nature of the said Firms, even then the same do not show any intention of the said Firms to continue, notwithstanding the death or retirement of the partners. There is no question of Clauses 13 and 14 defining the duration of the partnership and thus, the objections raised by the Respondent are null, void and immaterial.

9.4 He submitted that furthermore, two of three partners have issued a notice of dissolution. It is trite that one person cannot form a partnership. Thus, even logically the firm ceased to be in existence as on 8th April 2008, the date of the Notice.

9.5 He submitted that in the present case, there are three partners out of which two have given their notice to dissolve the firm and one partner alone cannot continue or insist on continuation of

the firm. Paragraph 18 of the judgment again fortifies that case before the Court for the case where the partnership contract had provisions for duration of the partnership to be “till there are two partners".

9.6 He submitted that it is pertinent to note that Death and Retirement are just methods through which a partnership can be dissolved if indicated in the Partnership Deed, whereunder in the facts of that case, the Court inferred intention when there was no direct clause (Para 12).

9.7 He submitted that the death clause merely offers the legal heirs, successors, etc. the option (not a right) to join the partnership if they so want, rather than mandating their admission as the heirs of the dead partner (Clause 14 in the Deed of Partnership dated 16th January 1996).

9.8 He submitted that hence, it was not available on the one side hold that the firm could not be dissolved by notice of dissolution, and on the other hand, to defer the issue on determining the date for later. Equally, it was not available to defer the entire matter since the order dated 27th January 2011 clearly provides that the issue of dissolution and determining the date of dissolution

would be taken up at the final hearing upon issues bring framed. So, after framing of issues and evidence being led, there was no scope of dissecting the matter and virtually rendering the aspect of dissolution academic.

9.9. He submitted that the dissolution date is most vital especially in the facts of the present case. Since that would have a bearing of drawing of accounts which is also impinges with the claim made by the claimant/respondent.

9.10 He submitted that the learned Arbitrator and the Single Judge has failed to adjudicate as to the date of dissolution.

9.11 He submitted that the respondent/the claimant has not shown any provision or any matter available for the firm to be dissolved which is available with the Arbitrator to support the Impugned Award. Neither has anything being shown as to how the Arbitrator can decide the date of dissolution later on which could lead to a *fait accompli*.

9.12 He submitted that the partnership cannot be foisted on unwilling partners or partners cannot be compelled to continue with the firm when they have decided to dissolve the firm which is distinct from giving notice of retirement and also distinct from dissolution by

mutual consent of all partners under section 40.

9.13 He submitted that then there is a provision for accounts and payout for want of Agreement and if there is no Agreement and only one party is willing to carry out the business, then, the same was to be carried on as a sole proprietary (not partnership) which again shows that there is been no intention to provide for the duration and determination of the firm.

9.14 He submitted that in a partnership dispute, determining the date of dissolution cannot be deferred. This is vital to the drawing up of accounts.

9.15 He submitted that the learned Arbitrator decided the issue and held that the partnership is not at will whilst on the other, he has left the same for determination.

10. Mr. Purohit relied upon the following judgments to buttress his submissions :-

(a) The judgment of Supreme Court in case of *Karumuthu Thiagarajan Chettiar & Anr. vs. E. M. Muthappa Chettiar,* [1]

(b) The judgment of Supreme Court in case of *Mohuduman vs. Mohaslum,* [2]

(c) The judgment of Bombay High Court in case of Anant Purushottam Athavale vs. Govind Purushottam Athavale, [3]

1 AIR 1961 SC 1225
2 1991 (1) SCC 412
3 2005 AIR (Bom) 301

(d) The judgment of Gujarat High Court in case of *Keshavlal Lallubhai Patel & Ors. vs. Patel Bhailal Narandas & Ors.,* [4]

(e) The judgment of Calcutta High Court in case of *Yasmin Khalique & Ors. Vs. Mukhtar Akam,* [5]

(f) The judgment of Delhi High Court in case of *Suresh Kumar Sanghi vs. Amrit Kumar Sanghi & Ors.,* [6]

(h) The judgment of Madhya Pradesh High Court in case of *Ramesh Kumar vs. Lata Devi & Ors.,* [7]

11. Ms.Damania, learned counsel appeared on behalf of the respondent (original claimant) and made her submissions :-

11.1 She submitted that one has to see whether the interpretation of the terms of the Partnership Deed by the Hon'ble Arbitral Tribunal is so perverse that the Hon'ble Tribunal's view is not even a possible view and is in conflict with the public policy of India. The Hon'ble Tribunal has held that the Partnership Deed, when read as a whole, shows that the partnership between the Appellants and the Respondent was not "at will" and hence the partnership could not be terminated by letter of dissolution dated 4* April 2008 issued by the Appellants.

11.2 She submitted that the appellants have challenged the

4 AIR 1968 GUJARAT 157
5 2021 SCC OnLine Cal 1357
6 AIR 1982 Delhi 131
7 2007 AIR (MP) 153

impugned interim award on merits and are asking this Hon'ble Court to hold that the partnership between the parties was "at will". The only way to determine whether the partnership between the parties is "at will" or not is by interpreting the terms of the Partnership Deed i.e. interpreting the contract between the parties.

11.3 She submitted that the Appellants have erroneously submitted that if the partnership between them is held to be not "at will" then there is no avenue open to the partners for terminating the partnership between themselves and that this cannot be a just and fair interpretation to the partnership deed. This contention is contrary to the provisions of the Partnership Act, 1932 relating to dissolution by a Court and the Appellants' own prayer submitted by way of Supplementary Counter Claim before the Arbitral Tribunal.

11.4 She submitted that prayer (a) in the Supplemental Counter Claims filed by the respondents dated November 2010 (page 297 of the Appeal) reads as follows:

> "(a) That it be declared that the partnership firm carried out under the name and style of M/s Arti Textiles stands dissolved with effect from 4th April, 2008 or such other date as the Hon'ble Tribunal deem fit and proper."

11.5 She submitted that the Appellants cannot therefore, contend that unless the partnership is held to be "at will" they will be

left with no option but to continue a dead partnership. They themselves have, in the alternative, invoked Section 44 (g) and urged the Hon'ble Arbitral Tribunal to determine the date of dissolution of the 4 suit firms.

11.6 She submitted that the Appellants had called upon the Tribunal to only decide as a preliminary issue, whether the suit firms stood dissolved by the notices of dissolution dated 4 April 2008. This is evident from the Minutes dated 20th August 2022 of arbitration proceeding (page 167 of the Appeal) which record as follows:

> "Thereafter, counsel for the Respondents advances his arguments regarding the date of dissolution of the Partnership Firm as per the Notice of Dissolution dated 4th April 2008. As the time is over, on the next date the reply arguments will be advanced on behalf of the Claimant. "

11.7 She submitted that both parties restricted arguments before the Hon'ble Tribunal to the issue of whether the suit partnership firms were "at will" or not and whether they stood dissolved by notice of dissolution dated 4th April 2008. No arguments were advanced by either party on what alternative date should be fixed as the date of dissolution in the event the Hon'ble Tribunal decides that the partnerships were not at will. The Appellants, therefore, cannot now find fault with the Hon'ble Tribunal for not determining a date of dissolution.

11.8 She submitted that "the Claimant submits that the 4 suit partnership firms are not dissolved by the alleged letters of dissolution dated 4th April 2008. If at all the firms are to be dissolved, the date of dissolution of the 4 Suit Partnership Firms should be the

date of the Award of this Hon'ble Tribunal.

11.9 She submitted that the Claimant acknowledges that the Respondents no longer wish to continue in partnership with her. The Claimant however submits that the Respondents cannot unilaterally dissolve the partnership since it was not a partnership "at will". The Respondents are at liberty to retire from the suit firm and the partnership deeds provide for the Claimant to continue to run the business as a sole proprietorship. In the alternative, this Hon'ble Tribunal will have to pass necessary order dissolving the 4 suit partnership firms u/s 44 of the Partnership Act. The date of such dissolution will be the date of the Award."

11.10 She submitted that since the Respondent/Claimant has submitted to the Hon'ble Arbitral Tribunal that the date of the award be determined as the date of dissolution and the Appellants/Respondents have called upon the Tribunal to determine the date of dissolution "as deemed fit and proper" the Tribunal will determine the said date upon hearing final arguments in the matter.

11.11 She submitted that admittedly, there is no express provision in the partnership deed itself fixing duration i.e. any fixed period of partnership. Similarly, there does not appear to be any explicit provision prescribing the mode of determining the partnership. All the same, it has to be seen if the partnership agreement incorporates any stipulation which may constitute an implied agreement between the parties to continue the partnership for any specific period. Similarly, the Court has to consider whether any terms and conditions warrant an inference that the partnership is to be determined a particular manner or at a particular point of time.

11.12 She submitted that “the parties never intended that the partnership be dissolved at the sweet will of any of the partners, rather their intention was that the business of the partnership should continue as long as possible, notwithstanding death or retirement of any partner. Hence they were at pains to make suitable provisions in the agreement itself for safeguarding the interests of the surviving partners/heirs of the deceased partner in the partnership business...".

11.13 She submitted that “as laid down in S. 46 of the Act, on the dissolution of a firm, every partner is entitled to have the partnership business wound up and to have the property of the firm applied in payment of the debts and liabilities of the firm and to have the surplus distributed among the partners or the representatives. Such a right in any partner has been explicitly taken away by Cl. 16 of the partnership agreement and the outgoing partner is simply entitled to the amount standing to his capital account credited at the foot of his accounts on the date of his retirement.”

11.14 She submitted that “ ….. The same treatment has been meted out to a dying partner and his legal heirs can simply claim admission to the partnership business with the same rights and benefits as the deceased or the capital amount standing to the credit of the deceased. All these stipulations clearly militate against the concept of "partnership at will” for the essence of a partnership at will is that it is open to either partner to dissolve the partnership by giving notice.

11.15 She submitted that “ …… Having regard to the explicit postulates of the partnership deed adverted to above, there is no escape from the conclusion that the partners in the instant case have

been divested and stripped off of their legal right to dissolve the partnership, if any, except by mutual consent and the intention of the parties clearly is that the partnership business must be continued so long as it is possible by the surviving partners and the nominees/legal heirs of the retiring/deceased partner, if any. Hence it can be dissolved only by mutual consent of all of them and not by any one of them at his sweet will."

11.16 She submitted that “It is clear that prima facie parties have contracted for dissolution by mutual agreement, that is reinforced by provision made in clause 11 that death or retirement of partner will not dissolve the partnership and same will be carried on by the surviving partners or by taking the successors of the deceased partner as partner as per mutual agreement..." "…..full effect has to be given to the intention of the parties to be gathered from conjoint reading of clauses of deed in particular clauses 8 and 11, the partnership deed manifest the intention of the parties not to determine it, even in the case of death or retirement of partner, partnership has to continue by surviving partners so long as it is possible."

11.17 She submitted that the partnership deeds in the present Appeals do not have a clause stating that the partnership is "at Will". On the contrary, clause 14 (at page 124 of the Appeal) explicitly states that: "if such heirs, successors or legal representatives of the deceased partner decide not to carry on the said business in partnership, then the surviving partner may carry on the said business as the sole proprietor thereof in the same name and style after working out and paying the dues and claims of the deceased

partner to his heirs, successors or legal representative.."

11.18 She submitted that this clearly shows that the parties intended for the partnership to continue as long as possible and did not intend for any partner to unilaterally dissolve the partnership.

11.19 She submitted that in the circumstances, it is humbly submitted that the interpretation of the Hon'ble Arbitral Tribunal is in accordance with law and not perverse and which view has also been upheld as correct by the order dated 10th April 2023.

12. Ms. Damania relied upon the following judgments :-

(a) The judgment of Supreme Court in case of *Karumuthu Thiagarajan Chettiar & Anr. vs. E. M. Muthappa Chettiar,* [8]

(b) The judgment of Supreme Court in case of *M.O.H. Uduman & Anr. vs. M.O.H.Aslum,* [9]

(c) The judgment of Bombay High Court in case of Anant Purushottam Athavale vs. Govind Purushottam Athavale & Ors. [10]

(d) The judgment of Delhi High Court in case of Suresh Kumar Sanghi vs. Amrit Kumar Sanghi & Ors. [11]

(e) The judgment of Madhya Pradesh High Court in case of Ramesh Kumar vs. Smt. Lata Devi & Ors. [12]

(f) The judgment of Bombay High Court in case of Abbashbhai K. Golwala vs. R. G. Shah & Ors. [13]

(g) The judgment of Supreme Court in case of Ssangyong Engineering & Construction Company Limited vs. National Highways

8 (1961) 3 SCR 998
9 (1991) 1 SCC 412
10 2005 SCC OnLine Bom 590
11 1981 SCC OnLine Del 12
12 2007 SCC OnLine MP 83
13 1987 SCC OnLine Bom 352

Authority of India, [14]

(h) The judgment of Bombay High Court in case of Union of India vs. RECON, Mumbai, [15]

ANALYSIS

13. We have heard Mr. Simil Purohit, Senior Advocate for the appellants and Ms.Damania learned counsel for the respondent at some length.

14. In the present proceedings, the Arbitral Tribunal was formed in the year 2023. The issue of determining the date of dissolution of the partnership firm was first raised by the appellants after the matter was posted for final hearing, when the Sole Arbitrator by its order dated 27th January 2011 reserved the determination to be undertaken at the final hearing stage of the arbitration proceedings. The parties thereafter led evidence. At the stage of the final hearing, the petitioners objected to the points raised by the respondent about clause nos. 13 and 14 of the arbitration agreement which mentions about "the retirement of a partner" and the "death of the partner", respectively. The petitioners insisted upon deciding this issue. Hence, the Arbitrator after hearing the parties by his order, being interim award passed on 3rd December 2022 dismissed the points raised by the petitioners, about the date to be decided of determination of the partnership deeds. The petitioners had challenged the said interim award by way of arbitration petition filed under Section 34 of the Arbitration Act. By a common order dated 10th April 2023, the learned Single Judge of this Court dismissed all four arbitration

14 (2019) 15 SCC 131
15 2020 (6) Mh.L.J. 509

petitions.

15. The Sole Arbitrator held that the partnership in the present proceedings cannot be said to be "partnership at will". The learned Sole Arbitrator further held that considering the nature of claims, the counter claims and issues raised can certainly be decided as to whether the partnership firm stood dissolved and if so, from which date the dissolution would take place. The learned Arbitrator further held that the said issue can be decided at the final hearing of the arbitration proceedings. The single judge of this court while confirming the view taken by the Sole Arbitrator, held that the proviso to section 34(2a) of the arbitration act, cannot be lost sight of. The learned Single Judge agreed with a views adopted by the learned Arbitrator, that the partnership in the present proceedings cannot be said to be partnership at will, it cannot be said that the learned Arbitrator erred in holding that the question of dissolution of firm if at all shall be considered at the final hearing of the arbitration proceedings. It was also further held by the learned Single Judge that the petitioners in their counter claim, while praying for a declaration that the partnership firm stood dissolved w.e.f. 4th April 2008, also prayed that the learned Arbitrator could decide such other date of dissolution of the partnership firms, as he may deem fit and proper. The learned Single Judge further held that taking into consideration the facts of the present proceedings and the law laid down by the Supreme Court, the issue of dissolution of the partnership firm would be decided in the final hearing of the arbitration proceedings. After recording such findings, the learned Single Judge did not find any merit in the Section 34 petition filed by

the appellants and the same was dismissed.

16. We have carefully considered the material produced on record before us.

17. Clause 13 of the partnership deed was with regard to "retirement of the partners" although in the present proceedings, in the partnership deeds, there is no specific clause stating the duration of the partnership, it cannot be said that the "partnership is at will". All that the learned Arbitrator has held after 12 years of arbitration proceedings that the question of dissolution of the partnership firm, if at all needs consideration can be considered at the final hearing. Therefore, in the real sense, after having participated in the arbitration proceedings for last more than 12 years at the stage of evidence being completed and matter posted for final hearing, the appellants have raised an issue about the death and retirement clauses being equated to determination of the partnership. The view taken by the learned Sole Arbitrator cannot be said to be not a possible view of facts and law.

18. We are mindful of our responsibilities in appeal, and in particular, those enunciated by the Supreme Court in Wander Limited v Antox India Pvt Ltd. 1990 (Supp) SCC 727. In paragraph 14, the three-Judge Bench of the Supreme Court said:

> "14. The appeals before the Division Bench were against the exercise of discretion by the Single Judge. In such appeals, the Appellate Court will not interfere with the exercise of discretion of the court of first instance and substitute its own discretion except where the discretion has been shown to have been exercised arbitrarily, or capriciously or perversely or

where the court had ignored the settled principles of law regulating grant or refusal of interlocutory injunctions. An appeal against exercise of discretion is said to be an appeal on principle. Appellate Court will not reassess the material and seek to reach a conclusion different from the one reached by the court below if the one reached by the court was reasonably possible on the material. The appellate court would normally not be justified in interfering with the exercise of discretion under appeal solely on the ground that if it had considered the matter at the trial stage it would have come to a contrary conclusion. If the discretion has been exercised by the Trial Court reasonably and in a judicial manner the fact that the appellate court would have taken a different view may not justify interference with the trial court's exercise of discretion. After referring to these principles Gajendragadkar, J. in Printers (Mysore) Private Ltd. v. Pothan Joseph: (SCR 721) :

"... These principles are well established, but as has been observed by Viscount Simon in Charles Osention & Co. v. Johnston '. ...the law as to the reversal by a court of appeal of an order made by a judge below in the exercise of his discretion is well established, and any difficulty that arises is due only to the application of well settled principles in an individual case."

The appellate judgment does not seem to defer to this principle."

(Emphasis added)

19. It is also well settled that when considering an application for interim relief, a Single Judge is not expected and is in fact not permitted to conduct a mini-trial. It is the prima facie case that is to be assessed. *SM Dyechem Ltd. v. Cadbury India Ltd. (2000) 5 SCC 573; Anand Prasad Agarwalla v. Tarkeshwar Prasad & Ors. (2001) 5 SCC 568; Zenit Mataplast Pvt. Ltd. v. State of Maharashtra & Ors., (2009) 10 SCC 388.*

20. Further, as the Supreme Court said in Monsanto Technology LLC v Nuziveedu Seeds Ltd, *(2019) 3 SCC 381* the appeals court must not 'usurp the jurisdiction of the Single Judge'; it must confine itself to an adjudication of whether the impugned order was or was not justified in the facts and circumstances of the case. Where there are complicated mixed questions of law and fact, these cannot be dealt with in a summary adjudication, but must be examined on evidence led in the suit.

21. In the very recent decision of 14th March 2022 in *Shyam Sel & Power Ltd & Anr v Shyam Steel Industries Ltd, 2022 SCC OnLine SC 313* the Supreme Court reiterated the law in Wander Ltd and Monsanto. Paragraphs 11, 29, 31,34,35,36. The Supreme Court went on to hold that the appellate court must assess whether the discretion exercised by the learned Single Judge was arbitrary, capricious or perverse.

22. As far as the judgments referred by the appellants are concerned, in the case of *Karumuthu Thiagarajan Chettiar* (supra), in this case, there was a term in contract which laid down that either partner may withdraw from the partnership by relinquishing his right, to the other partner. Similarly, in the case of *Mohuduman*

(supra), Clause (4) of the Partnership Deed stated that the partnership was "at will". In *Anant Purushottam Athavale* (supra), there was a specific clause in the Partnership Deed that the partnership is "at will". In *Ramesh Kumar* (supra), Clauses 8, 10 and 11 of the Partnership Deed specifically referred that the partnership shall be "at will" of the partners and may be dissolved by mutual agreement of partners and Clause 10 provided for retirement of the partner who intended to retire from the firm giving 60 days notice to the other partners.

23. Keeping in mind the law laid down as discussed above, and the fact that we are dealing with an appeal under Section 37 of the Arbitration and Conciliation Act, 1996, once we find that the decision of the learned Single Judge is a plausible one - not arbitrary, capricious or perverse - then we would not be justified in substituting our view for that of the learned Single Judge.

24. Returning to the *Wander v Antox* principle, we find that view the learned Single Judge was not merely plausible. It was the only possible view in the circumstances of the case, and one with which we are entirely in agreement.

25. After a careful consideration of the rival submissions and material on record, we are not persuaded that the impugned order calls for interference.

26. Taking an overall view of the matter within the scope permissible, we find that the learned Single Judge has taken a possible view of the matter which cannot be said to be a perverse view or a view that is totally impossible. The rights of parties arising from the partnership agreement would be a matter to be adjudicated

during the course of arbitration.

27. We see no substance in the Commercial Arbitration Appeals. Hence, they are dismissed with no order as to costs.

[RAJESH S. PATIL, J.] **[A.S. CHANDURKAR, J.]**