

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

ARBITRATION APPLICATION NO.144 OF 2016

Mumbai Shelter Housing Development
Pvt. Ltd. ... Applicant
versus
Bhandup Citizens Co-op. Housing Soc. Ltd. ... Respondent

Mr. Lancelot Lewis, for Applicant.
Mr. Mandar V. Sawant, for Respondent.

CORAM: S.J. KATHAWALLA, J.

DATE: 23rd SEPTEMBER, 2016

P.C.:

1. The above Arbitration Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996. The parties have admittedly entered into a Re-Development Agreement dated 10-08-2011. Clause 25 of the Agreement pertains to Arbitration, and is reproduced hereunder :

“25. It is agreed by and between the parties hereto that in case of any dispute and/or differences either in interpreting this Agreement or any terms thereof, both the parties shall appoint the sole arbitrator with powers to decide the dispute as per the provisions of the Arbitration and Conciliation Act, 1996 and his Award shall be binding to both the parties”

2. Admittedly, the disputes have arisen between the parties under the said

Agreement. The Applicant has invoked the arbitration agreement by their letter dated 24-11-2015, to which the Respondent has not responded to. The Applicant has therefore, filed the present Arbitration Application seeking appointment of a sole Arbitrator to decide the disputes between the parties. In the circumstances, the following order is passed :

(i) Mr. Minoo Siodia, Advocate and Solicitor, is appointed as the sole Arbitrator to decide the disputes between the parties arising out of the Redevelopment Agreement dated 10-08-2011.

(ii) The disclosure of Mr. Minoo Siodia, Advocate and Solicitor under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 is taken on record.

(iii) The parties shall appear before the learned Arbitrator in his chambers, on 26th September, 2016 at 05.30 p.m. and obtain necessary directions.

(iv) All contentions of the parties are kept open.

(v) The cost of arbitration shall initially be borne by the parties equally.

(vi) The venue of Arbitration shall be at Mumbai.

(vii) In view of this order, the above Arbitration Application is disposed of.

(S.J.KATHAWALLA, J.)