

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

COMM. ARBITRATION APPLICATION NO.5 OF 2017

Anand Villa Co-op.Housing Society Ltd. & Ors.)....Applicants
V/s.

Parinee Realty Private Limited)....Respondents

Mr.Siddharth Samantray a/w Mr.Murari Madekar i/by Madekar &
Co.for the applicant.

Mr.Arun Panickar for respondents.

CORAM : K.R.SHRIRAM,J

DATE : 28.11.2017

P.C.:-

1 At the outset counsel for the applicant seeks leave to delete respondent nos.2 to 5 from the array of respondents. Leave granted. Amendment to be carried out forthwith. Re-verification dispensed with.

2 Counsel for the applicant states that by an order dated 21.10.2015, Mr.Gaurav R.Joshi, Senior advocate practicing in this court was appointed as sole arbitrator with the consent of the applicant and respondents. Counsel requests that since Mr.Joshi has declined to accept the appointment of sole arbitrator, some other counsel be appointed as an arbitrator.

3 Both the counsel request that Mr.Chirag Mody, an advocate practicing in this court be appointed as sole arbitrator.

4 Accordingly, the following order is passed by consent :-

ORDER

(a) Mr. Chirag Mody, an advocate practicing in this court having his office at 304, 3rd Floor, Rustom Building, Veer Nariman Road, Fort, Mumbai, is appointed as sole arbitrator to arbitrate on the disputes/differences including counter claim, if any, arising out of or relating to or in connection with the development agreement dated 3.11.2007 ;

(b) The fees, administrative expenses, typing charges and venue charges shall be shared equally between the parties and the same will be cost in the arbitral proceeding ;

(c) Within 3 weeks of receiving a copy of this order, either from the advocates for petitioner or for respondents, the learned Arbitrator shall file with the parties, disclosure in writing as required under Section 11(8) read with section 12(1) of Arbitration and Conciliation Act 1996;

(d) All rights and contentions of the parties are kept open except the question of existence of arbitration clause ;

(e) Application accordingly stands disposed.

(K.R.SHRIRAM,J)