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

COMMERCIAL ARBITRATION APPLICATION (L.) NO.32 OF 2019

M/s.Punjalal G. Dave Realtors LLP	..Applicant
Vs.	
Arihant Siddhi Co-operative Housing Society Ltd. & Ors.	..Respondents

Mr.Shyam Kapadia with Ms.Swati Sawant and Ms.Gauri Joshi i/b.
M/s.S.K. Legal Associates for Applicant.
Ms.Vandana Santara for Respondent Nos.1 & 3.

CORAM : G.S. KULKARNI, J.

DATE : 13th FEBRUARY, 2019

P.C.:

Heard learned Counsel for the parties.

2. This is an application under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, “the ACA”) whereby the applicant has prayed for appointment of a sole arbitrator to adjudicate the disputes and differences which have arisen under the development agreement dated 22 October 2013.

3. After this petition was heard for sometime, learned Counsel for the parties on instructions from their respective clients are agreeable that the disputes be referred by appointing a sole arbitrator. In view of the

consensus between the parties, the petition can be disposed of considering that there is an arbitration agreement between the parties as per clause 56 in the development agreement dated 22 October 2013 which reads thus:-

“56. If any dispute, difference or question at any time hereinafter during the pendency of this Agreement or otherwise, arises between the parties hereto in respect of/or relating to or in connection with said Property or as to the rights, liabilities or duties of the parties hereunder or otherwise, the same shall be referred to the arbitration of one arbitrator if mutually agreed, otherwise, both the parties shall appoint one arbitrator each who shall, in turn, appoint one more arbitrator to act as an umpire in the proceedings whose decision in the matter shall be final and binding on the parties hereto and the same shall be subject to and in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or any enactment thereof for the time being in force after a serious attempt has been made to mutually resolve the issue including by using services of any mediator between the parties. Such arbitration shall be held in Mumbai and the Court(s) at Mumbai alone shall have the jurisdiction in that behalf. The language of the arbitration shall be English.”

4. Hence, the following order:-

ORDER

- (i) Smt. R.P. Sondurbaldota (Retd.) Justice, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the the development agreement dated 22 October 2013;
- (ii) The learned sole arbitrator, fifteen days before entering the arbitration reference, shall forward a statement of disclosure as per the requirement of Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996, to the Prothonotary & Senior Master of this

Court, to be placed on record of the application with a copy to be forwarded to both the parties;

(iii) All contentions of the parties on merits of the matter are expressly kept open.

(v) The application is disposed of in the above terms. No costs.

5. Office to forward a copy of this order to the learned Arbitrator on the following address:

address: C/o.Suman Jain, 11/13 Botawala Building, 2nd Floor, Office No.4A, Opp.Asiatic Central Library, Horniman Circle, Fort, Mumbai.

6. Learned Counsel for the applicant submits that his client intends to file Section 17 petition. If the same is filed, it be adjudicated as expeditiously as possible and in any event within a period of three months from the date of filing of such petition.

7. All contentions of the parties in that regard are expressly kept open.

[G.S. KULKARNI, J.]