

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 179 OF 2021
WITH
ARBITRATION APPLICATION NO. 85 OF 2021**

Nandadeep Co-operative Housing Society Ltd	...Petitioner/ Applicant
<i>Versus</i>	
Samarth Krupa Developers & Ors	...Respondents

Mr BK Barve, i/b BK Barve & Co, for the Petitioner/Applicant.
Mr Mohankumar K, with Gireesh UG Menon, for the Respondent.

CORAM: G.S. PATEL, J
(Through Video Conferencing)
DATED: 30th June 2021

PC:-

1. Heard through video conferencing.

2. Mr Barve for the Petitioner states that he may be permitted to present the Section 9 Petition as a Section 17 Application before a learned Sole Arbitrator. I nominate Mr Pradeep Sancheti, learned Senior Advocate of this Court, to decide the disputes and differences between the parties arising from the development agreement dated 9th October 2006.

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr Pradeep Sancheti, learned Senior Advocate of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under development agreement dated 9th October 2006.

(b) **Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Applicant within one week from the date this order is uploaded.

(ii) The Advocates for the Applicant will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Arbitrator	Mr Pradeep Sancheti, Senior Advocate.
<i>Address</i>	Mulla House, 2nd floor, Fort, Mumbai 400 032.
<i>Mobile</i>	9820072214
<i>Email</i>	pradeepsancheti@gmail.com

(c) **Disclosure:** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Petitioners will arrange to file the original statement in the Registry. If the statement is

forwarded in soft copy, a print out of the covering email is also to be filed in the registry.

- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. The information is to include functional email addresses and mobile numbers.
- (f) **Section 16 application:** The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.
- (g) **Interim Application/s:**
 - (i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator. Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.
 - (ii) The present Petition under Section 9 of the Arbitration Act will be treated, heard, and

disposed of as an application under Section 17 of the Act. All affidavits filed in the Section 9 petition will be treated as affidavits filed in the Section 17 application. Liberty to apply to the learned Sole Arbitrator for leave to file further affidavits.

- (iii) Mr Sancheti is requested to dispose of the Section 17 Application at his earliest convenience and preferably within twelve weeks from the date when he enters upon the reference to his Arbitration.
- (iv) The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.
- (h) **Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.
- (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.
- (j) **Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.
- (k) **Procedure:** These directions are not in derogation of the powers of the learned Sole Arbitrator to decide and frame all matters of procedure in arbitration.

3. The Petition and the Application both are disposed of in these terms. No costs.

4. All concerned will act on production of an ordinary copy of this order.

(G. S. PATEL, J)