

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 464 OF 2019**

Jayakumar H Vagal	...Applicant
<i>Versus</i>	
Ashiyana Constructions	...Respondent

Mr Puneet Chaturvedi, *i/b Shreyans T Baid, for the Applicant.*
Mr Uzair Kazi, *with Sonal Brid and Ankita Sharma, i/b Sachin N Naikini, for the Respondent.*

CORAM: G.S. PATEL, J
(Through Video Conference)
DATED: 6th January 2021

PC:-

1. Heard through video conferencing.

2. There is no dispute between the parties about the execution of the Agreement for Grant of Redevelopment Rights dated 23rd May 2007, or the fact that it contains in Clause 37 at page 41 an agreement to refer the disputes to arbitration. There is a named Arbitrator, a former Judge of this Court, who has declined the reference on account of age and health.

Shephali
Mormare

Digitally signed
by Shephali
Mormare
Date: 2021.01.07
10:46:29 +0530

3. Parties leave the choice of arbitrator to the Court. Accordingly, the disputes and differences between the parties under Agreement or Grant of Redevelopment Rights dated 23rd May 2007 are referred to the sole arbitration of Mr Cyrus Ardeshir, learned Advocate of this Court.

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr Cyrus Ardeshir, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Agreement or Grant of Redevelopment Rights dated 23rd May 2007.

(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 Cyrus Ardeshir,**
s **Advocate.**

Address Vardhaman Chambers,
2nd Floor, Office No. 217,
Cawasji Patel Street, Fort,
Mumbai 400 001

Mobile 9820097671

Email cardeshir@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 Applicant 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 learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.
- (h) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (i) **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.
- (j) **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.
- (k) **Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.
- (l) **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.

2. The application is disposed of in these terms. No costs.

4. This order will be digitally signed by the Private Secretary of this Court. All concerned will act on production of a digitally signed copy of this order.

(G. S. PATEL, J)