

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

COMMERCIAL ARBITRATION PETITION NO. 115 OF 2021

Vartaknagar Lucky Star Co-Op. Housing Society Ltd. ... Petitioner

Versus

M/s. Fortune Infracreators Pvt. Ltd. & Ors. ... Respondents

Mr. Swapnil A. Waradkar for the Petitioner.

Mr. Jaydeep S. Deo for Respondent No.1.

CORAM : R.I. CHAGLA, J.

DATED : 28th JANUARY, 2022.

(V.C.)

ORDER :

1 This Petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996, which for appointment of sole Arbitrator to resolve the dispute amongst the parties under the Development Agreement dated 10.11.2016.

2 By consent, disputes and differences between the Petitioner Society and the 1st Respondent under the Development Agreement dated 10.11.2016 are referred to the sole arbitration of Mrs. Rajeshwari Bapat Sarkar, retired District and Sessions Judge.

(a) **Appointment of Arbitrator** : By consent, Mrs. Rajeshwari Bapat Sarkar, retired District and Sessions Judge is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under the Development Agreement dated 10.11.2016.

(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) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Arbitrator/s **Mrs. Rajeshwari Bapat Sarkar,**
retired District and Sessions Judge.

Address : Room No. 205, Yashodeep Building,
Opp. Thane Vaibhav Office, Tembhi Naka,
Thane -400 601.

Mobile +91- 8291797603.

Email rajeshwari.justitia@gmail.com

- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Prothonotary and Senior Master of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Prothonotary & Senior Master on the file of this application. Copies will be given to both sides.
- (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 filing 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 within one week of this order being uploaded. The information is to include a valid and functional email address.

- (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.
 - (ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.
- (h) **Fees**: The Arbitrator has fixed the fees to be payable by the parties.
- (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.
3. The petition is disposed of in these terms. No costs.

Digitally
signed by
WAISHALI
SUSHIL
WAGHMARE
Date:
2022.01.31
14:41:35
+0530

(R.I. CHAGLA, J.)