

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

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION APPLICATION NO. 20 OF 2024

Joy Home Creation Limited

.. Applicant

Versus

Shantijeevan Nivas CHS. LTD.

.. Respondents

Mr. Annuj N. Narula i/b. Jhangiani, Narula and Associates for the Applicant.

Mr. Kalpesh Joshi a/w. Mr. Amar Parab, Ms. Sapna Jamadar i/b. Mr. Sagar S. Dusane for the Respondent.

CORAM: FIRDOSH P. POONIWALLA, J.

DATE: SEPTEMBER 9, 2024

P. C.

1. This Application has been filed under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 ("the act") seeking appointment of an Arbitrator to arbitrate upon the disputes and differences arising between the parties under a Development Agreement dated 22nd June 2013 entered into between the parties.

2. The parties have agreed that the matter should proceed to arbitration and have requested the Court to appoint an Arbitrator for that purpose.

3. In the aforesaid circumstances, the following order is passed:-

- a) Mr. Rohan Savant, an Advocate practising in this Court, is appointed as the Arbitrator to arbitrate upon all disputes and differences arising between the parties under the Development Agreement dated 22nd June 2013. The contact details of Mr. Rohan Savant, who is appointed as an Arbitrator, are as under:-

Name	:-	Mr. Rohan Savant
Mobile No.	:-	9833126212
Email	:-	rohanranjitsavant@gmail.com
Address	:-	301, 3 rd Floor, Rustom Building, Veer Nariman Road, Fort, Mumbai 400 023.

- (b) The Advocates for the Applicant shall intimate the Arbitrator about his appointment within a period of one week from the date of uploading of this Order;
- (c) In addition, the Office of the Prothonotary and Senior Master of this Court shall also intimate the Arbitrator about his appointment within a period of one week from the date of uploading of this Order.

- (d) The Arbitrator so appointed to make the disclosure as required under the provisions of the Act within a period of one week from the date of intimation of his appointment;
- (e) Since the Arbitrator is appointed by the consent of the parties, it is made clear that Arbitrator will be free to charge fees as decided by him in agreement with the parties and will not be bound by the fees fixed by the Rules framed by this Court in this regard.

4. The above Commercial Arbitration Application is disposed of in the aforesaid terms. In the facts and circumstances of the case, there will be no order as to costs.

[FIRDOSH P. POONIWALLA, J.]