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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 147 OF 2024

M/s Sidhivinayak Constructions

...Petitioner

Vs.

Arun Vashesharnath Rishi

...Respondent

WITH
COMMERCIAL ARBITRATION APPLICATION (L) NO. 11690 OF 2024

Adv. Chaitanya Bhandarkar for the Petitioner.

Adv. P. G. Sabnis for the Respondents.

CORAM : ARIF S. DOCTOR, J.

DATE : 13TH AUGUST, 2024

P.C.-

1. When the matter was called, given that the dispute is between a builder and a resident, who has purchased additional area in the redeveloped project Learned Counsel informed me that therefore clearly the nature of claim is one for claimant towards the additional area and the obligation of the Petitioner is for payment of the additional area whereas the obligation of the Respondent is for payment of rent during the time of which the Respondent was displaced.

2. Given the narrow scope of this matter, it was put to Learned Counsel as to whether their clients would be willing to make an attempt to

resolve their disputes and differences by mediation. Both Learned Counsel submitted that they would be. Thus, Court requested Mr. Mohit Khanna, Counsel practicing in this Court if he would act as a mediator. Mr. Khanna very fairly agreed to do so.

3. Hence, I appoint Mr. Mohit Khanna to act as a mediator. Details of Mr. Khanna are as under:-

Name : Mr. Mohit Khanna
Email : mohitkhanna311@gmail.com
Mobile No. : 8369465313
Address : 501, Oval House, Kala Ghoda, Fort, Mumbai,
400001

4. Both Learned Counsel for the parties to approach Mr. Khanna so as to enable him to make a schedule of mediation. All necessary costs, charges and expenses of the mediation including mediation fees shall be borne equally by the parties.

5. Stand over to 27th August, 2024.

(ARIF S. DOCTOR, J.)