

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

INTERIM APPLICATION NO. 3390 OF 2022

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

COMMERCIAL ARBITRATION APPLICATION (L) NO. 6622 OF 2022

WITH

INTERIM APPLICATION (L) NO. 12903 OF 2021

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION NO. 1912 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

CHAMBER SUMMONS NO. 32 OF 2020

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

CHAMBER SUMMONS NO. 217 OF 2018

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

NOTICE OF MOTION NO. 688 OF 2018

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

CHAMBER SUMMONS NO. 763 OF 2019

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

CHAMBER SUMMONS NO. 234 OF 2019

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

CHAMBER SUMMONS NO. 45 OF 2019

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

NOTICE OF MOTION NO. 350 OF 2019

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 24824 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

CHAMBER SUMMONS NO. 1080 OF 2019

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

CHAMBER SUMMONS NO. 40 OF 2020

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 50 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 2136 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION NO. 410 OF 2021

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 23486 OF 2022

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 19656 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION NO. 2365 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 1929 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 1938 OF 2024

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

WITH

INTERIM APPLICATION (L) NO. 12903 OF 2021

IN

COMMERCIAL ARBITRATION PETITION NO. 559 OF 2017

Municipal Corporation of Greater Mumbai

...Applicant

IN THE MATTER BETWEEN

Mulund Raviraj Co-operative Housing Society Ltd

...Petitioner

Versus

Rupji Constructions & Anr

...Respondents

Mr Vikhil Dhoka, *i/b GM Legal, for the Petitioner in CARBP/559/2017.*

Ms Ankita Singhanian, *i/b Akshay Kapadia, for the Applicant in
IA/1912/2024.*

Mr Abhinav Bhatkar, *for the Applicant in IAL/50/2024., for the
Respondent.*

Mr Vijay Chauhan, *i/b Prashant V Malik, for the Applicant-Intervenor
in IAL/24824/2024.*

Mr DJ Dalal, *for the Applicant-Intervenor in CHSCD/40/2020 &
NMCD/668/2018.*

Mr AK Chauhan, *i/b Rahul Chauhan, for Respondents Nod. 1 and 3.*

Mr GO Giri, *with Shreya Shah, i/b Sunil Sonawane, for BMC in
IA/3390/022.*

Mr KK Trivedi, *Administrator present.*

CORAM. **ARIF S. DOCTOR, J**

DATED, **2nd September 2024**

PC:-

COMMERCIAL ARBITRATION APPLICATION (L) NO. 6622 OF 2022.

1. This is a batch of Petitions all arise from a Commercial Arbitration Petition No. 559 of 2017. This Application is filed under Section 11 of the Arbitration and Conciliation Act 1996 for appointment of an Arbitrator in respect of the disputes and differences which have arisen between the Petitioner therein and the Respondent Society and the Developer. The Petitioner has also filed Application under Section 11 of the Arbitration and Conciliation Act 1996.

2. Today, the Respondents submit that there is no opposition to an Arbitrator being appointed in terms of the disputes and differences which have arisen between the Petitioner and the Developer under the said Development Agreement dated 3rd May 2013.

3. In view of this and by consent of the parties, I appoint Mr Shanay Shah, Advocate of this Court to adjudicate the dispute and differences between the parties on the following Terms and Conditions:

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr Shanay Shah, Advocate, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.

(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/s **Mr Shanay Shah, Advocate.**

Address 17-18, 1st Floor, Islam
Building, 46-48 Veer Nariman
Road, Opp. The Akbarally's

Stores, Fort,
Mumbai 400 001.

Mobile 9987483450

Email shahshanay@hotmail.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) **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.
- (g) **Fees.** Since the the appointment of the Arbitrator is by consent, the arbitral tribunal's fees shall not be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (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.

4. The Application is disposed of in these terms. No costs.

5. Insofar as the other Interim Applications that are pending before me today, be listed on 8th October 2024 at 2.30 pm. for hearing. Applicants to serve all Applications on all the Respondents.

6. Affidavits in Reply, if any, to be filed and served on or before 18th September 2024. Affidavit in Rejoinder, if any, to be filed and served on or before 25th September 2024.

(ARIF S. DOCTOR, J)