

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

**INTERIM APPLICATION NO.2286 OF 2024**

**IN**

**ARBITRATION PETITION NO.274 OF 2024**

Minhaj Siraj Ahmed ... Applicant

V/s.

Reliable Realtoouch LLP ... Respondent

WITH

**INTERIM APPLICATION (L) NO.18506 OF 2024**

**IN**

**ARBITRATION PETITION NO.274 OF 2024**

Sanjay Sharma ... Applicant

In the matter between

Minhaj Siraj Ahmed ... Petitioner

V/s.

Reliable Realtoouch LLP ... Respondent

WITH

**ARBITRATION PETITION NO.274 OF 2024**

Minhaj Siraj Ahmed ... Applicant

V/s.

Reliable Realtoouch LLP ... Respondent

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Mr. Kyrus Modi a/w Mr. Sachin Mhatre, Ms. Sharmiti Mhatre, Mr. Rochelle Fernandes i/b. Mhatre Law Associate for the Petitioner.

Mr. Nikhil Sakhardande, Senior Advocate i/b. Mr. Suhail Shariff a/w Ms. Prapti Bhadra for Respondent Nos.2 and 3.

Mr. Manish Vishwakarma a/w Ms. Naina Sharma for the Intervenor.

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

**DATE : 30TH SEPTEMBER 2024**

**P.C. :**

**INTERIM APPLICATION NO.2286 OF 2024**

1. Mr. Modi , learned Counsel appearing on behalf of the Petitioner at the outset prays for an amendment to the name of Respondent No.1 in the caption Arbitration Petition. There is no objection to the said amendment. The same is allowed.

2. Interim Application is allowed in terms of prayer clauses (a) and (b). Amendment to be carried out within a period of one week from today. Reverification is dispensed with.

**ARBITRATION PETITION NO.274 OF 2024**

3. It is a dispute between the partners of the first Respondent Firm. On query from the Court as to whether the parties are willing to submit their disputes and differences to the Arbitration, the learned Council appearing for the parties on instructions from their clients submitted that their clients are willing to submit their disputes and differences to the Arbitration. Hence, Mr. Salil Shah, Advocate of this Court is appointed as a Sole Arbitrator in respect of disputes and differences that have arisen between the parties under the

following agreements :-

- i) Admission-cum-Retirement dated 15<sup>th</sup> September, 2019.
- ii) Principal Agreement dated 15<sup>th</sup> September, 2019.
- iii) Arbitration Agreement dated 15<sup>th</sup> September, 2019.

3.

### **TERMS OF APPOINTMENT**

- (a) **Appointment of Arbitrator:** Mr. Salil Shah, practicing Advocate, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties which has arisen from the following agreements :-

- i) Admission-cum-Retirement dated 15<sup>th</sup> September, 2019.
- ii) Principal Agreement dated 15<sup>th</sup> September, 2019.
- iii) Arbitration Agreement dated 15<sup>th</sup> September, 2019.

- (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 Petitioner within one week from the date this order is uploaded.
- (ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses.

**Arbitrator/s Mr. Salil Shah**

*Address*            3 / 4, Yusuf Condominiums,  
3<sup>rd</sup> Floor, Next to Kitab Khana,  
Fort, Mumbai – 400 023  
*Mobile*            98210 76362  
*Email*              salil\_s@yahoo.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 Petitioner 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 present Petition under Section 9 of the Arbitration Act will be treated, heard, and disposed of as an application under Section 17 of the Act. All affidavits filed in the Section 9 petition will be treated as affidavits filed in the Section 17 application. Liberty to apply to the learned Sole Arbitrator for leave to file further affidavits.
- (iii) 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 as per convenience of the Arbitrator and by consent of the parties.

4. Mr. Vishwakarma, learned Counsel appearing on behalf of the Intervenor namely Sanjay Sharma sought to intervene in the matter. He has granted liberty to make an Application for Intervention before the Tribunal which shall be treated on its own merits.

5. The present Petition filed under Section 9 shall be converted, treated and heard as an Application filed under Section 17 of the Arbitration and Conciliation Act, 1976. The same is accordingly disposed of in the aforesaid terms. In view of dismissal of the Caption Arbitration Petition, the other connected Applications / Petitions are accordingly disposed of.

6. Tribunal is requested to dispose of Section 17 Application as expeditiously as possible keeping in kind other commitments of the Tribunal and the exigencies that the Tribunal may have.

**(ARIF S. DOCTOR, J.)**