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

Commercial Arbitration Petition NO. 237 OF 2025

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...Petitioner(s)

Versus

Chothani Buildcorp Pvt Ltd

...Respondent(s)

Adv. Hiral Thakkar *a/w. Anuj Jhaveri and Ritisha Choudhary, for
Petitioner.*

Mr. Amrut Joshi *a/w. Yazad Udwadia, Suraj Iyer, Rickin Dang i/b
Ganesh and Co., for Respondent(s).*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : April 16, 2025

P. C.

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“*the Act*”).

2. After the matter was argued at some length, Learned Counsel for the parties agreed to proceed to arbitration without the need for filing an Application under Section 11 of the Act. In the interregnum, Learned Counsel for the Petitioner seeks relief in terms of prayer clause (g) of the Petition. In these circumstances, without the need for filing a separate Application for appointment of an arbitrator, the consent of the parties to proceed to

arbitration is recorded and they shall proceed to arbitration to be conducted by an arbitrator who is appointed in the following terms :

A] Ms. Naira Jeejeebhoy, a learned advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above;

Office Address:- C/o. Bharat Flooring & Tiles, 32,
Mumbai Samachar Marg, Fort, Mumbai.

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date on which this order is uploaded on the website of this Court. The Petitioner shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C] The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from receipt of a copy of this Order;

D] The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and

functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

E] All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

3. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

4. As regards the interim relief, the Petitioner shall be entitled to remove the bending machine at the site. There is a dispute between the parties about the quantum of the other materials, specifically, steel amounting to 3.5 tons and stones to the extent of 2,000 sq.ft. It would be open to the arbitral tribunal to put the parties to terms to measure the supplies made by the Petitioner and what is owed by the Respondent. In any case, since the entire quantum of the steel and the stone at site is disputed, in view of the quantification of the security amount in lieu of prayer clause (d) is framed in prayer clause (e), is Rs. 6,72,400/-, it would be appropriate to direct the Respondent to deposit a cumulative sum of Rs. 7 lakhs in a fixed deposit in a

nationalized bank marking a lien of the same in favour of the Prothonotary and Senior Master of this Court and demonstrate compliance with the same to the learned arbitrator. Such deposit shall abide by the outcome in the arbitration.

5. The aforesaid arrangement is purely a *pro tem* interim arrangement. It shall be open to the parties to address the arbitral tribunal on enhancing, reducing, waiving or modifying the interlocutory arrangement necessary for conduct of the arbitral proceedings.

6. The Petition is ***finally disposed of*** in the aforesaid terms.

7. Should the parties resolve their disputes, needless to say, they need not approach the arbitrator appointed hereby to incur expenditure. Consequently, the appointment portion of this order is deferred by a period of one from the upload of this order on the website.

8. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]