



**IN THE JUDICATURE OF HIGH COURT AT BOMBAY
BENCH AT AURANGABAD**

957 ARBITRATION APPLICATION NO. 57 OF 2025

Aftab Shaikh Akhlakh Ahmed Shaikh

VERSUS

M/s New Patel Developers Through Its Proprietor Patel Abdul Wajid Abdul Sami
Patel

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Advocate for Applicant : Mr. Shaikh Ashraf Patel

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CORAM : ARUN R. PEDNEKER, J.

Dated : December 23, 2025.

PER COURT :-

1. The learned Counsel for the applicant submits that a Development Agreement dated 07/02/2020 was executed between the applicant and the respondent. The said agreement contains an arbitration clause providing for resolution of disputes arising between the parties.

2. Clause "J" of the Development Agreement, relating to resolution of disputes by arbitration, reads as under :

"J. ARBITRATION AND GOVERNING LAW.

1. any dispute/s difference/s or question/s which may arise at any time hereafter between the franchisee and the Grantor touching the true construction of this agreement or the rights and liabilities of the parties hereto, the parties hereby with free will agree that all the disputes shall be referred to the Arbitrator to be mutually appointed by the parties, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force.

2. The venue of such Arbitration shall be at Aurangabad only and Court of law at Aurangabad shall have exclusive jurisdiction

and no other Court shall have jurisdiction and to deal with the arbitration proceedings and the awards in accordance with law.”

3. The learned Counsel further submits that disputes have arisen between the parties and that the legal notice dated 14/01/2024 acknowledges and invokes arbitration in terms of the aforesaid clause.

4. Considering the above, issue notice to the respondent, returnable on 15/01/2026.

(ARUN R. PEDNEKER, J.)

vj gawade/-.