IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION APPEAL NO. 102 OF 2024
WITH
INTERIM APPLICATION NO. 15117 OF 2024
IN
ARBITRATION APPEAL NO. 102 OF 2024

Arvind Ratanchand Jain & Ors ...Appellants

Versus

M/s. Shubham Developers, Thane & Ors ...Respondents

WITH
ARBITRATION APPEAL NO. 101 OF 2024
WITH
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ARBITRATION APPEAL NO. 101 OF 2024

Sadashiv Chitanmani Agalave & Ors ...Appellants

Versus

M/s. Shubham Developers, Thane & Ors ...Respondents

Mr. Mandar Soman (through VC) *a/w Minakshi Surve, for the Appellants.*

Mr. Aashutosh M. Dube *a/w Khushi Gupta, i/b Madhukar Darkar, for Respondent Nos.1 to 3.*

CORAM : SOMASEKHAR SUNDARESAN, J.

RESERVED ON: March 3, 2025

PRONOUNCED ON: November 3, 2025

JUDGEMENT :

Context and Factual Background:

1. This is an appeal under Section 37 of the Arbitration and Conciliation Act, 1996 ("***the Act***") challenging an order dated January 29, 2022 ("***Impugned Order***") by which the Learned Joint Civil Judge, Senior Division, Kalyan rejected two applications filed under Section 8 of the Act, asserting that the subject matter of Special Civil Suit No. 65/2021 ("***Suit***") is the subject matter of an arbitration agreement.

2. In this matter, it is important to set out who the parties are in the Suit and how they conform to the array of parties in this Appeal. The seven Appellants, Arvind Ratanchand Jain, Dinesh Ratanchand Jain, Pravin Jayantilal Patel, Jignesh Jayantilal Patel, Mangilal Ratanchand Jain, Vijendra Balkrushna Bhoir and Satish Vinayak Kande were Defendants No. 3 to 9 in the Suit. For convenience, they are referred to as "***Appellants***" throughout this judgement.

3. Of the six Respondents, Shubham Developers, Nikhil Pachabhai Patel and Pachabhai Poptbhai (Patel) Bhutani are the Original Plaintiffs in the Suit. For convenience, in this judgement they are referred to "***Original Plaintiffs***".

4. Sadashiv Chitanmani Agalave ("***Agalave***"), whose legal heir and son Aditya Sadashiv Agalave is now made a party in this place, Pooja Rajendra Ranade ("***Ranade***") and Meena Sadashiv Agalave ("***Meena***"), are Defendants 1, 2 and 10 respectively in the Suit. Agalave, Ranade and Meena, Defendants No. 1, 2 and 10 too had filed a Section 8 Application. For convenience, in this judgement, Agalave, Ranade and Meena are referred to as "***Original Landowners***". Meena held a power of attorney on behalf of Agalave and was herself not personally a party to any instrument involved in the matter other than having signed as a constituted attorney for Agalave.

5. Therefore, in a nutshell, all the Defendants in the Suit had invoked Section 8 of the Act, but through two separate applications. Both the Section 8 Applications were disposed of by the common Impugned Order. The Original Landowners are not appellants in the captioned Appeal. However, it is apparent from the record that the Original Landowners were aligned with the Appellants in the pursuit of proceedings under Section 8 of the Act and seeking a reference to arbitration.

Partnership Deed:

6. The Section 8 Application filed by the Appellants essentially contended that the subject matter of the Suit involves disputes and differences relating to a Partnership Deed dated June 10, 2003 ("***Partnership Deed***") by which the firm M/s Shubham Developers ("***Shubham***") was constituted. The Appellants and the Original Plaintiffs No. 2 and 3, along with one more individual Praful Haribhai Senjaliya ("***Senjaliya***"), were parties to the Partnership Deed as partners of Shubham. Senjaliya neither joined as a Plaintiff in the Suit nor was arrayed as even a proforma Defendant in the Suit.

7. Clause 20 of the Partnership Deed contains an arbitration agreement. The pleadings and the Impugned Order wrongly refer to the arbitration agreement as Clause 26, but a scrutiny of the record would show it is in Clause 20.

8. A Deed of Dissolution dated April 23, 2018 ("***Dissolution Deed***") was executed among the majority partners (leaving out Original Plaintiffs No. 2 and 3 and Senjaliya, who were dissenting), which dissolved Shubham. The Original Plaintiffs No. 2 and 3 collectively held an interest of 22% in Shubham (11% each) while Senjaliya held 6% in Shubham.

9. Shubham was a partnership at will under Clause 5 of the Partnership Deed. So also, Clause 19 of the Partnership Deed provided that Shubham could be dissolved by a majority of the partners.

Development Agreement:

10. A Development Agreement dated October 3, 2003 ("***Development Agreement***") and connected documentation was executed between Shubham, Agalave and Ranade. Clause 26 of the Development Agreement contains an arbitration agreement.

11. A Deed of Cancellation dated March 5, 2019 ("***Cancellation Deed***") between the Original Landowners and Shubham cancelled the Development Agreement and all related documentation.

Section 8 Applications:

12. That Section 8 Applications were based on the premise that the two core and primary prayers in the Suit seeking a declaration that the Dissolution Deed and the Cancellation Deed were illegal; and that the Partnership Deed and the Development Agreement subsist, were squarely covered by the respective arbitration agreements. The Appellants contend that the width of the arbitration agreement in the Partnership Deed covers questions of termination and dissolution and

therefore the Dissolution Deed is amenable to arbitration. Likewise, the Original Landowners had contended that the width of the arbitration agreement in the Development Agreement would cover all connected disputes, bringing the Cancellation Deed within its ambit.

13. All other reliefs are stated by the Appellants, to be incidental or consequential to these two prime foundations of the Suit. They contend that if the arbitration proceedings lead to the Dissolution Deed or the Cancellation Deed being held to be illegal, the reliefs sought in the Suit are eminently capable of being granted by the arbitral tribunal.

14. The Appellants contend that Shubham was dissolved by a majority. Therefore, the purported attempt to litigate in the name of Shubham is untenable and it does not exist. They contend that the Original Plaintiffs No. 2 and 3 have been opposed to any commercial resolution all along and therefore the dissolution took place by majority in terms of Clause 19 of the Partnership Deed. They would also contend that these two plaintiffs have purported to set up another firm also called Shubham Developers and that firm has no connection to the disputes at hand. The Appellants also contend that Meena, Defendant No. 10 was merely a power of attorney holder of Agalave, Defendant No. 1 and therefore there was no need to make her a party to the Suit when

Agalave had been made a party to the Suit. Clever drafting to purport to bring within the mix a purported non-signatory to the arbitration agreement, they contend, would not be of assistance to sustain the jurisdiction for the Suit.

15. According to the Original Plaintiffs, they have been defrauded. The Original Plaintiffs also allege lack of consideration for the Cancellation Deed. They contend that all the surrender of Shubham Developers' interests on March 5, 2019 are a fraud on the partnership firm and has resulted in properties worth Rs. ~23.45 crores being given up without consideration. Fraud being in the realm of public law, they contend that no arbitral tribunal can adjudicate the same.

16. They contend that while they have indeed sought a declaration that the Dissolution Deed and the Cancellation Deed are illegal and a product of fraud, they have sought other reliefs too. The Appellants cannot pick a couple of them and indicate that reliefs sought pertain to an arbitrable dispute. They had sought a declaration that a registered power of attorney issued by Agalave in favour of Bhoir is illegal. The Suit seeks return of the properties of Shubham and has also sought the cancellation of a release deed between Agalave and Ranade.

Therefore, they submit, the subject matter of the Suit cannot be said to be same as the subject matter of the arbitration agreement.

17. The Original Plaintiffs No. 2 and 3 also raise the issue of privity on the ground that they are personally not parties to the Cancellation Deed. Likewise, Meena is not a party to the Development Agreement. Therefore, they contend, without privity, Meena had no locus to file an application under Section 8 of the Act.

Impugned Order:

18. The Impugned Order has noticed all the relevant case law governing the interpretation and application of Section 8 of the Act. It copiously extracts from such case law. However, it has held them to be irrelevant in the facts of the case. What has weighed with the Learned Civil Judge is that Meena is a party to the Suit but has no privity to the Development Agreement. The Learned Civil Judge has noted that Meena is a constituted attorney of Agalave but has stated that the power of attorney had no reference to executing sales. The Impugned Order notes that the Suit mentions a parcel of land different from the parcel of land mentioned in the power of attorney.

19. What has really swung the decision in the Impugned Order appears to be the belief that an arbitral tribunal does not have the authority or the power to declare an executed document as being null and void. The Learned Civil Judge has ruled that it cannot be said that the matter can be adjudicated by an arbitral tribunal. Therefore both the Section 8 Applications have been rejected.

Analysis and Findings:

20. I have heard Mr. Mandar Soman, Learned Advocate on behalf of the Appellants and Mr. Madhukar Dorkar, Learned Advocate on behalf of the Original Plaintiffs. With their assistance and the cogent written notes on submissions tendered by them, I have closely examined the material on record including the pleadings in the Suit along with all its annexures.

21. The core basis of the Impugned Order is two-fold – the absence of privity of Meena to the Development Agreement; and the perceived lack of power in an arbitral tribunal to declare an executed instrument to be null and void. I am unable to be persuaded about the approach of the Learned Civil Judge and the conclusions drawn on both counts.

22. I have also been mindful that this is an appellate jurisdiction under Section 37 unlike the limited jurisdiction under Section 34. Therefore, I have also examined the entire record to compare the subject matter of the Suit and the subject matter of the potential arbitration to see if the Impugned Order is sustainable.

23. At the heart of the Suit are the inter-partner disputes among the partners of Shubham. Majority partners comprising the Appellants have resolved to dissolve Shubham. Clause 19 of the Partnership Deed provides for precisely such eventuality. Clause 20 of the Partnership Deed squarely covers all disputes and differences relating to such dissolution. The subject matter of the Suit and the subject matter of the arbitration agreement contained in Clause 20 are similar in character. An arbitral tribunal will indeed be able to examine all facets of the allegations and adjudicate the same. Indeed, if it is found that the evidence points to a fraud, the arbitral tribunal would most certainly be able to declare that the Dissolution Deed is void.

24. The other cause of action perceived by the Original Plaintiffs No. 2 and 3 is through Shubham. They have no privity to the Development Agreement, but their interest in the Development Agreement is through Shubham, which stands dissolved. Indeed, the

legality of such dissolution is subject matter of the dispute, and that can be resolved by reference to arbitration. Disputes and differences under the Development Agreement can only be disputes and differences between Shubham and the Original Landowners.

25. The Original Landowners issued a notice of cancellation to Shubham on July 16, 2016, which was contested by the Original Plaintiff No. 2 but more than seven months later, on February 22, 2017. The Dissolution Deed is dated April 23, 2018, on which date, Shubham ought have stood dissolved and ceased to exist. The Cancellation Deed is executed only on March 5, 2019, nearly one year later, purporting to be on behalf of Shubham, rather than the majority of the erstwhile partners of the erstwhile firm. However, the recitals in the Cancellation Deed squarely record the flow of events including the Dissolution Deed and the public notices issued pursuant to the Dissolution Deed, which indeed record the dissolution as of April 23, 2018. The Cancellation Deed is meant to give certainty to the Original Landowners.

26. Evidently, the Original Plaintiffs No. 2 and 3 are opposed to the dissolution of Shubham and also to the cancellation of the Development Agreement. Whether the disputes over the absence of progress under the Development Agreement are genuine or fraudulent,

leading to the Cancellation Deed; and indeed whether the dissolution of Shubham under the Dissolution Deed was genuine or fraudulent would all be matters that squarely fall within the scope of the respective arbitration agreements. It is possible that two distinct arbitrations under the two distinct heads could run at cross purposes and it could be inconvenient at the least or chaotic at the worst, in such eventuality.

Section 8 Analysed:

27. In that context, it would be necessary to examine the provisions of Section 8 of the Act, which read thus:

> *"8. Power to refer parties to arbitration where there is an arbitration agreement.-(1)* ***A judicial authority before which an action is brought*** *in a* ***matter which is the subject of an arbitration agreement shall****,* ***if a party so applies*** *not later than when submitting his first statement on the substance of the dispute,* ***refer the parties to arbitration****.*
>
> *(2) The application referred to in sub-section (1) shall not be entertained unless it is accompanied by the original arbitration agreement or a duly certified copy thereof.*
>
> *(3)* ***Notwithstanding that an application has been made*** *under sub-section (1)* ***and that the issue is pending*** *before the judicial authority,* ***an arbitration may be commenced or continued and an arbitral award made****."*
>
> ***[Emphasis Supplied]***

28. Across case law relating to Section 8 proceedings, it is seen that the standard test that the Court must apply is to examine if there is an arbitration agreement; whether a party to that agreement has brought proceedings before the Court; and whether the subject matter of the action brought before the Court is the subject matter of the arbitration agreement; and another party applies for referral to arbitration invoking Section 8, before filing the first statement on the substance of the dispute.

29. Reference in this regard may be made to the ruling of the Supreme Court in ***Anand Gajapathi Raju***[1], which sets out this standard for attracting the jurisdiction of Section 8 in clear terms, and which standard has not changed. Indeed, the scope of the Section 8 Court's review is wider than the scope under Section 11, where the Court must confine itself to an "*examination*" of whether an arbitration agreement exists. After the amendments in 2015, under Section 8 the reference ***must*** be made "*unless it finds that prima facie no valid arbitration agreement exists*", which necessitates returning a *prima facie* "*finding*".

30. To return such a finding, "the Court before which an action is brought" must review the pleadings in the action brought and compare

[1] *P. Anand Gajapathi Raju and Ors. Vs. PVG Raju (Dead) and Ors. – (200) 4 SCC 539*

it with the content of the arbitration agreement, and then apply its mind to see whether the finding indicated can be reached.

31. In the facts of this case, the dispute about whether Shubham is able to persevere with the project covered by the Development Agreement was evidently brewing well before the Dissolution Deed and the Cancellation Deed. Notices were traded among the parties. The Original Landowners alleged that Shubham had defaulted in completing its obligations under the Development Agreement. Shubham contested the stand of the Original Landowners. Eventually the parties resolved by way of the Cancellation Deed. Before that, the partners of Shubham could not build consensus but there was consensus on the way forward among partners owning 74% of Shubham. Clause 19 of the Partnership Deed provided for a dissolution by a majority of the partners, which is what these partners utilised to effect the Dissolution Deed.

32. Arguably, there are two separate and distinct causes of action involved in the Suit – one pursued by the Original Plaintiffs against the rest of the partners of Shubham; and the other, that the Original Plaintiffs would pursue against both the Appellants and the Original Landowners. However, the inconvenience or chaos that could emerge

from two parallel arbitration proceedings could be obviated by referring both disputes to the same arbitral tribunal.

<u>Privity and Arbitrability:</u>

33. Therefore, the real question is whether the disputes are not arbitrable at all. The Learned Civil Judge has held that the disputes are not arbitrable. I am not persuaded to agree with his assessment.

34. *First*, in my opinion, the role of Meena has been overstated in the Impugned Order. Meena was simply the constituted attorney of Agalave, who was himself a party, and upon his demise, his interests were represented by his legal heirs including Meena and her son. The absence of privity for Meena to the Development Agreement is a red herring and a misleading distraction, since the dispute involves the principal and not the agent – Agalave was always a party and disputes between Shubham and Agalave are indeed arbitrable. Therefore, basing a significant part of the reasoning on the absence of privity on the part of Meena, has eroded a material portion of the substance in the Impugned Order. Even if one were to analyse Meena on her own standing, being the wife of Agalave, legal heir and also a constituted

attorney, she would be an *alter ego* and a related party of Agalave, making her a veritable party despite not being a signatory.

35. This is a principle now well articulated in ***Cox and Kings***[2], as elaborated in ***ASF Buildtech***[3]. Paragraph 109 of ASF Buildtech puts it well, in these words:

> *"109. From the above exposition of law, it can be seen that* ***<u>there is nothing within the scheme of the Act, 1996, which prohibits or restrains an arbitral tribunal from, impleading a non-signatory</u>*** *to the arbitration proceedings on its own accord.* ***<u>So long as such impleadment is undertaken upon a consideration of the applicable legal principles — including, but not limited to, the doctrines of 'group of companies', 'alter ego', 'composite transaction', and the like —the arbitral tribunal is fully empowered to summon the non-signatory to participate in the arbitration</u>****. This autonomy stems from the broad jurisdiction conferred upon arbitral tribunals under the Act, 1996 to rule upon their own jurisdiction, including any objections with respect to the existence or validity of the arbitration agreement, as enshrined under Section 16. The* ***<u>impleadment of a non-signatory, being fundamentally a question of jurisdiction and consent</u>****, Special Leave Petition (C) No. 21286 of 2024 Page 142 of 190 falls squarely within the province of the tribunal's powers, free from any statutory prohibition."*
>
> ***<u>[Emphasis Supplied]</u>***

[2] *Cox and Kings Ltd. v. SAP India (P) Ltd., (2024) 4 SCC 1.*

[3] *ASF Buildtech (P) Ltd. v. Shapoorji Pallonji & Co. (P) Ltd. - <u>2025 SCC OnLine SC 1016</u>*

Fraud and Arbitrability:

36. *Second*, the purported non-arbitrability of fraud appears to have weighed with the Learned Civil Judge. Here again, the real point has been missed. Clearly, the law on arbitral tribunals being empowered to deal with allegation of fraud has been distilled and articulated in very clear terms since the earlier position obtaining from ***N. Radhakrishnan***[4] where the Supreme Court had taken a view that where fraud was alleged in the books of accounts and records of a partnership firm, it fell in the domain of the Courts – thereby, a decision to repel a Section 8 Application was held to be right.

37. However, the law has since moved on from that position. The principle that rights *in rem* cannot be adjudicated by arbitration, which is essentially a forum privately created by parties enjoying mutual rights and obligations *in personam*, had been applied to fraud in a blanket manner. However, where there is a fraud against society at large (in *rem*), as opposed to fraud within the scope of implementing or inducing a contract containing an arbitration clause, the issue of fraud would indeed be arbitrable.

[4] *N. Radhakrishnan vs. Maestro Engineers – (2010) 1 SCC 72*

38. In ***Ayyasamy***[5], the Supreme Court held that the mere allegation of fraud would not dispel arbitrability. It is only in cases where it is found that allegations are very serious that the Section 8 Court may ignore the arbitration agreement and continue with the proceedings. Even the existence of the arbitration agreement itself having been obtained by fraud was kept within the ambit of potential non-arbitrability. However, the law is emphatically summarised and set out subsequently by a three-judge bench of the Supreme Court in ***Deccan***[6], repelling the case for not making a reference to arbitration where it was argued that an arbitral tribunal could not be called upon to cancel three written instruments, and that when there is a serious allegation of fraud, the arbitrator's jurisdiction gets ousted. The following extract is noteworthy:-

> *6. We have, in our* ***judgment in Avitel Post Studioz Ltd. v. HSBC PI Holdings (Mauritius) Ltd. 10, laid down the law on invocation of the "fraud exception" in some detail****, which reasoning we adopt and follow. The said judgment indicates that given the case law since N. Radhakrishnan, it is clear that* ***N. Radhakrishnan, as a precedent, has no legs to stand on****.* ***If the subject-matter of an agreement between the parties falls within Section 17 of the Contract Act, 1872, or involves fraud in the performance of the contract, as has been held in the aforesaid judgment, which would amount to deceit, being a civil***

[5] *A. Ayyasamy vs. A. Paramasivam – (2016) 10 SCC 386*
[6] *Deccan Paper Mills Co. Ltd. Vs. Regency Mahavir Properties – (2021) 4 SCC 786*

wrong, the subject-matter of such agreement would certainly be arbitrable. *Further, we have also held that* ***merely because a particular transaction may have criminal overtones as well, does not mean that its subject-matter becomes non-arbitrable****. We have no doubt that Shri Navare is right in his submission that there is no averment that the agreement dated 20-5-2006 and the deed of confirmation dated 13-7-2006 were not entered into at all, as a result of which the arbitration clause would be non-existent.* ***Further, it is equally clear that the suit is one that is inter partes with no "public overtones", as has been understood in paras 34 and 35 of Avitel, as a result of which this exception would clearly not apply to the facts of this case****.*

[Emphasis Supplied]

39. This is an emphatic declaration of the law by a larger bench of the Supreme Court, comprising three judges. Evidently, the Supreme Court has ruled that fraud in inducing a party into executing a contract as set out in Section 17 of the Indian Contract Act, 1872, or fraud in the performance of a contract, would be in the nature of a civil wrong and is eminently arbitrable. Merely on the ground that there are “criminal overtones” or because a party claims that there are “public overtones”, the dispute would not become non-arbitrable.

<u>Specific Relief to Void and Arbitrability:</u>

40. ***Deccan*** has also dealt with the proposition that a prayer to declare an instrument illegal, a relief envisaged under Section 31 of the Specific Relief Act, 1963, would not be rendered non-arbitrable. Merely because Courts have the power to grant specific performance, it would not follow that the parties could not agree upon a privately chosen arbitral tribunal having the same power to grant such declaratory specific relief. The Supreme Court held that the relief that is sought and granted in the form of declaring an instrument to be void, would end up being a relief *in personam* among the parties to that instrument and not a relief *in rem* against the world at large. The following extracts from Paragraphs 21 and 22 would be appropriate:

> ***<u>The principle behind the section is to protect a party or a person having a derivative title to property from such party from a prospective misuse of an instrument against him. A reading of Section 31(1) then shows that when a written instrument is adjudged void or voidable, the Court may then order it to be delivered up to the plaintiff and cancelled</u>*** *—in exactly the same way as a suit for rescission of a contract under Section 29. Thus far, it is clear that the action under Section 31* ***<u>(1) is strictly an action inter partes or by persons who obtained derivative title from the parties, and is thus in personam</u>****.*
>
> *22. Let us see whether Section 31(2) makes any difference to this position in law.* ***<u>According to the judgment in Aliens Developers, the</u>***

moment a registered instrument is cancelled, the effect being to remove it from a public register, the adjudicatory effect of the court would make it a judgment in rem. Further, only a competent court is empowered to send the cancellation decree to the officer concerned, to effect such cancellation and "note on the copy of the instrument contained in his books the fact of its cancellation". Both reasons are incorrect. *An action that is started under Section 31(1) cannot be said to be in personam when an unregistered instrument is cancelled and in rem when a registered instrument is cancelled.* ***The suit that is filed for cancellation cannot be in personam only for unregistered instruments by virtue of the fact that the decree for cancellation does not involve its being sent to the registration office*** *— a ministerial action which is subsequent to the decree being passed.*

[Emphasis Supplied]

41. Applying the aforesaid declaration of the law to the facts of this case, it is clear as daylight to me that the Impugned Order cannot be sustained. The Partnership Deed is a private contract among the partners of Shubham. The Development Agreement is a private contract between Shubham and the Original Landowners. Declaring the Dissolution Deed to be void, in order to revive the Partnership Deed and declaring the Cancellation Deed to be void, in order to revive the Development Agreement would not become actions *in rem*. It may eventually have implications *in rem* as could any *in personam* instruments being revived but no *in rem* rights would be eroded in

taking the decision on whether to declare the instruments to be void and on whether to revive a dead instrument.

42. The Impugned Order is singularly inarticulate on this facet of the matter and summarily deals with the issue in one sweep in the conclusion. The Supreme Court's decision in ***Deccan*** puts paid to the very basis and logic on which the Impugned Order is founded. Potentially, well aware of this position in law, the Original Plaintiffs have sought to present a Rs. ~23.45 crore tax implication. This is disingenuous. A mere incantation of a *mantra* of "fraud" or for that matter "public impact" would not lead to the subject matter of a suit prosecuted by a party to an arbitration agreement on an arbitrable subject matter, becoming non-arbitrable.

Conclusion and Directions:

43. Therefore, in my opinion, the Appeal deserves to be ***allowed*** and the Impugned Order necessarily has to be ***set aside***.

44. Since the Impugned Order is being set aside, it would become necessary to refer the parties to arbitration. As stated above, the potential inconvenience or chaos can be squarely addressed by making a reference of all disputes and differences relating to each of the

Partnership Deed, and indeed the Development Agreement, to the same arbitral tribunal. Clause 20 of the Partnership Deed does not contemplate the size of the arbitral tribunal while Clause 26 of the Development Agreement contemplates that the arbitral tribunal may also comprise a sole arbitrator.

45. In these circumstances the subject matter of the Suit is hereby referred to an arbitral tribunal, which is hereby constituted in the following terms:

A) Justice (Retd.) S.V. Gangapurwala, former judge of this Court and former Chief Justice of Madras High Court Judge 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;

Email ID: sanjay.gangapurwala@gmail.com

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner/Applicant within a period of one week from the date of upload of this order. The

Petitioner/Applicant 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.

46. The Appeal is ***finally disposed of*** in the aforesaid terms. Interim Applications, if any, would also stand accordingly disposed of.

47. 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.]