

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CIVIL APPELLATE JURISDICTION**  
**ARBITRATION PETITION NO. 235 OF 2025**

Thakkers Developers Ltd Through Its Director ...Petitioner  
Narendra Manohardas Thakker

***Versus***

The Competent Authority National Highway ...Respondents  
Authority Of India & Anr

**WITH**  
**ARBITRATION PETITION NO. 236 OF 2025**  
**WITH**  
**ARBITRATION PETITION NO. 237 OF 2025**

---

**Mr. Vivek M. Punjabi, a/w Priyansh R. Jain, for the Petitioner.**

**Mr. Rakesh L. Singh, i/b M.V. Kini & Co., for Respondent in ARP/235/25, 236/25 & 237/25.**

**Mr. Ramesh Dube Patil, a/w Ankit Patil, Ira Dube Patil for Respondent Nos.3 to 5 in ARP/238/25, 239/25 & 240/25.**

**Ms. Shilpa G. Talhar, AGP for Respondent-State.**

---

**CORAM : SOMASEKHAR SUNDARESAN, J.**

**DATE : OCTOBER 15, 2025**

**ORDER :**

1. It is common ground that the acquisition involved and the pendency of the arbitration proceedings without conducting the same, at the hands of the arbitrator appointed by the Ministry of Road Transport & Highways, Government of India, falls in identical terms

with an order passed by this Court on April 22, 2025 in Arbitration Petition No.162 of 2024.

2. In that order, since the arbitrator had recused without passing an award a few years after having considered the matter, the arbitrator stood substituted in exercise of powers under Section 15 of the Arbitration and Conciliation Act, 1996. That order was challenged by way of a special leave petition and the Supreme Court refused to interfere in Special Leave Petition No.17737 of 2025, leaving the wider question of law open. The acquisitions in this case are acquisitions in the very same stretch for the same project.

3. In the facts of this case, the matter had been concluded way back on April 12, 2022 and yet the arbitral award has not been passed for over three and half years. The case is riddled with multiple substitutions of the arbitrator by the Government. Since an arbitrator had been appointed in connection with acquisitions involved in the very same acquisitions in Arbitration Petition No. 162 of 2024, it would be appropriate to have the arbitrator substituted by the very same arbitrator, considering the economies of scale that would be achieved, which would be in the best interests of both parties. That all these matters are identically placed is also clear.

4. The Learned Arbitral Tribunal is requested to consider clubbing these matters in such batches as would be economical, to enable a quick expeditious ruling in the matter. Therefore, considering the stage at which these captioned proceedings were in April 2022, the Learned Arbitral Tribunal substituted hereby is requested to consider expeditiously passing an award on the basis of the material available and pursuant to such instructions as the Arbitral Tribunal may issue to the parties for potentially a quick hearing in the matter.

5. The mandate of the Learned Arbitral Tribunal is extended by a period of ***six months*** from today, bearing in mind the stage at which the proceedings were as of April 12, 2022. Therefore, the mandate is extended until ***April 30, 2026***. The substituted arbitrator is appointed in the following terms:-

A) Mr. S.V. Gangapurwala (Retd.) 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;

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the

Applicant within a period of one week from today. The 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 and

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.

6. All the captioned proceedings are *finally disposed of* in the aforesaid terms.

7. 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.

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.]**