

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 46 OF 2025

Garware Technical Fibres Limited ...Petitioner

Versus

M/s Bigzen Developers Private Limited ...Respondent

Mr. Malcolm Desai, a/w Purvi Srivastava, i/b J. Sagar & Associates, for the Petitioner.

Mr. Sahil Salvi, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : NOVEMBER 12, 2025

ORDER :

1. It is not disputed that the Learned Sole Arbitrator appointed by this Court on March 17, 2025 has resigned. In these circumstances, the Learned Sole Arbitrator is required to be substituted without any other change to the order dated March 17, 2025.

2. In these circumstances, the Learned Sole Arbitrator is substituted in the following terms:-

A) Mr. Shailesh Shah, a learned senior 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:- Office No. 64, Ali Chambers,
5th Floor, Tamrind Lane,
Mumbai – 400023

Email ID: advshaileshshah@gmail.com

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 the date of upload of this order. 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;

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. 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.]