

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.182 OF 2024
WITH
COMMERCIAL ARBITRATION PETITION (L) NO.30695 OF 2022
(NOT ON BOARD)

Om Jagdish CHS. Ltd.

....Applicant

Versus

Ssakash Developers & Builders

Pvt. Ltd. & Ors.

....Respondents

Mr. Abhishek Patil, *Advocate for Applicant.*

Respondents were represented, but the appearance has not been submitted.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : SEPTEMBER 24, 2025

ORDER :

1. This Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (*"the Act"*), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under the Development Agreement dated March 12, 2009 (*"Agreement"*). The arbitration agreement is contained in Clause 40 (found at Page 51 of the Application) of the Agreement. In the interest of brevity, the

arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. The existence of an arbitration agreement between the parties is not in doubt. It is the case of Learned Counsel for Respondent No.2 that simply because he is a Director of Respondent No.1, he cannot be held personally liable. That apart, he would submit that the parties are at an advanced stage of settling their disputes and seeks that the matter be stood over beyond November 2025.

3. Since there have been adjournments in the past as well on the same ground, it is considered appropriate to appoint an Arbitral Tribunal, but to give the appointment of the Arbitral Tribunal a deferred effect by a period of four weeks from the upload of this order. If by then, the parties have settled their dispute, there would be no need for the Arbitral Tribunal to enter upon reference. However, if the disputes have not been settled, the arbitration may commence in terms of this order.

4. Commercial Arbitration Petition No.30695 of 2022 (“**Section 9 Petition**”) is not on Board. By consent of parties, it is taken on Board today. This Petition relates to the very same matter between the very same parties, seeking certain interlocutory protective reliefs. The Section 9 Petition shall be treated as an Application under Section 17 of

the Act by the arbitral tribunal appointed hereby. Given the efflux of time, the Petitioner is at liberty to modify or mould the contents of Section 9 Petition for its consideration as a Section 17 Application.

5. In these circumstances, both the proceedings under Section 11 as well as under Section 9 of the Act are hereby ***finally disposed of***, in terms of the following order:

A] Justice Sadhana Jadhav, a Former 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. The contact details of the Learned Arbitrator are set out below:-

Address : 153, 15th Floor, Jolly Maker 3,
Next to D M Somani School,
Cuffe Parade, Mumbai.

Email Id : : sjadhavo660@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.

6. 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.

7. 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.]

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