



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO. 412 OF 2024

Chembur Sandya Co-operative Housing
Society Ltd.

.. Applicant

versus

Heritage Lifestyle and Development Private
Ltd.

.. Respondent

Adv. Viraj Y. Bhate, for the Applicant.

Adv. Rohit Shetty (through V.C.), for the Respondent.

CORAM: RAJESH S. PATIL, J.

DATE : 31 JULY, 2025

PC:-

1. Learned counsel for the Applicant submits that the present Commercial Arbitration Application is filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996.

2. He further submits that, there is a Memorandum of Understanding (MOU) executed between the parties dated 18 July 2009 before a Notary Public, an Agreement for Redevelopment dated 06 September 2014 and a Supplementary Development Agreement dated 19 July 2019.

3. Clause 22 of the MOU dated 18 July 2009 reads as under:-

“22. All disputes and differences between the parties hereto in connection with or arising out of this Development Agreement including the interpretation of any term or condition hereof either during the subsistence of this Agreement or subsequent thereto, shall be referred to arbitration which shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or its statutory modifications for the time being in force. The Arbitration shall be held in Mumbai and the Courts of Mumbai shall alone have jurisdiction in the matter.”

4. Clause 76 of the Agreement for Redevelopment dated 06 September 2014 reads as under:-

“76. All disputes differences or questions between the parties hereto arising out of this Redevelopment Agreement and any other Agreement between the parties hereto or in relation to the interpretation or effect of any of the terms and conditions contained in the Agreement or in relation to the rights and conditions of the parties hereto shall be referred to the Arbitration of a Sole Arbitrator to be mutually appointed by the parties hereto. It is hereby agreed by and between the parties that the said Sole Arbitrator shall rely upon the opinion given by the Architect appointed by the Sole Arbitrator, in respect of any issues relating to the quality of construction of the new building or any other issues relating to the redevelopment in respect of the said property. Such Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award given by the Sole Arbitrator shall be final and binding upon the parties hereto. Such Arbitration shall be take place in Mumbai.”

5. Clause 11 of the Supplementary Development Agreement dated 19 July 2019 reads as under:-

“11. All disputes, differences or questions between the parties hereto arising out of this Redevelopment Agreement

and any other Agreement between the parties hereto or in relation to the interpretation or effect of any of the terms and conditions contained in this Agreement or in relation to the rights and conditions of the parties hereto shall be referred to the Arbitration of a Sole Arbitrator to be mutually appointed by the parties hereto. It is hereby agreed by and between the parties that the said Sole Arbitrator shall rely upon the opinion given by the Architect appointed by the Sole Arbitrator, in respect of any issues relating to the quality of construction of the new building or any other issues relating to the redevelopment in respect of the said property. Such Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The award given by the Sole Arbitrator shall be final and binding upon the parties hereto. Such Arbitration shall be take place in Mumbai.”

6. The parties have now agreed to appoint Mr. Amrut Anil Joshi, advocate practicing in this Court, as Arbitrator to decide their disputes and differences. Hence, the following order:-

(a) **Appointment of Arbitrator:** Mr. Amrut Anil Joshi is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under the MoU and Agreements mentioned above.

(b) **Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocate for the Applicant within one week from the date this order is uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this

order to the learned Sole Arbitrator at the following postal and email addresses:-

Name of Arbitrator/s Mr. Amrut Anil Joshi

Address:- 12, 2nd Floor, Darya Building,
Above Aarti Book Store, Near Zara,
Hutatma Chowk, Fort, Mumbai 400 001.
Mobile No. 9004200707
Email Id: amorjos@gmail.com

(c) **Disclosure:** The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Prothonotary and Senior Master of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Prothonotary and Senior Master on the file of this application. Copies will be given to both sides.

(d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.

(e) **Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.

(f) **Interim Application/s:**

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim application under Section 17 of the Arbitration & Conciliation Act, 1996, before the learned Sole Arbitrator.

(ii) Any such application, if preferred, will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

(g) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rule, 2018.

(h) **Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal share in the first instance.

(i) **Consent to an extension if thought necessary:** Parties immediately consent to a further extension of up to six months to complete the arbitration, should the learned Sole Arbitrator find it necessary.

(j) **Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.

7. The Commercial Arbitration Application is accordingly disposed of.

(RAJESH S. PATIL, J.)