
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 121 OF 2025**

Siddiq Mohammed Ali P V Siddik

...Petitioner

Versus

Surana Construction & Anr

...Respondents

**WITH
COMMERCIAL ARBITRATION APPLICATION (L) NO. 14901 OF 2025**

Appearance not received for the Petitioner.

Mr. Pankaj Jain a/w Adv. Pradeep Purohit i/b P. D. Jain & Co.
for Respondents.

**CORAM : SOMASEKHAR SUNDARESAN, J.
DATE : JUNE 18, 2025**

ORDER :

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (“***the Act***”). By an order dated April 23, 2025 ad-interim relief in terms of prayer clause (a) had been granted, essentially, restraining the Respondents from creating any third party rights in respect of a premises admeasuring 3125 sq.ft. saleable area on the 12th floor of the building to be constructed by the Respondents to be known

as Tulsi Chambers situated at Shivaji Nagar, Chembur, Mumbai 400 071.

2. Learned Counsel for the Respondent has entered appearance today and seeks vacation of the ad-interim relief on the three grounds, namely: (i) the Memorandum of Understanding (“MOU”) in question was never signed; (ii) the MOU appended to the Petition was not acted upon i.e., no money was received from the Petitioner; and (iii) that the property has already been sold. There is no registered Sale Deed that has been tendered today to demonstrate that the property has already been sold. The contentions presented by the Respondent are essentially contentions on merits, which will necessitate examination of facts, which is an exercise best left to the arbitral tribunal.

3. After the matter was argued for some time, Learned Counsel for the Respondent has instructions to agree to proceed to arbitration forthwith, leaving it to the arbitral tribunal to deal with this Petition, treating it as an Application under Section 17 of the Act. The ad-interim relief shall continue for a period of six weeks from the upload of this order. The arbitral tribunal is requested to convene at the earliest, so that it can hear the parties and consider whether the ad-interim relief

must be varied, altered, modified or enhanced as considered appropriate in the course of the proceedings. Section 11 being Commercial Arbitration Application (L) No.14901 of 2025 is also said to have been filed, although not listed today; by consent of the parties, it is taken on board and disposed of in view of this order.

4. In these circumstances, both the Section 9 Petition and Section 11 Application are hereby ***finally disposed of*** in the following terms:

A) Mr. Aseem Naphade, an 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:-

Add: 31, Shanti Building,
3rd Floor, Banaji Street,
Fort, Mumbai- 400 001

Email ID: aseem1112@gmail.com

B) A copy of this Order will be communicated to the

Learned Sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date of upload of this order. The Petitioner 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.

5. 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.

6. 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.]