

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CONTEMPT PETITION NO. 3 OF 2024
IN
ARBITRATION PETITION NO. 266 OF 2021

Priya Architectural Solutions & Anr. ...Petitioner

Versus

Sanghvi Parrsssva Enterprises LLP ...Respondent

WITH

ARBITRATION PETITION NO. 390 OF 2025

Priya Aluminium And Hardware ...Petitioner

Versus

Sanghvi Parrsssva Enterprises LLP ...Respondent

WITH

ARBITRATION PETITION NO. 389 OF 2025

Priya Architectural Solutions ...Petitioner

Versus

Sanghvi Parrsssva Enterprises LLP ...Respondent

Ms. Aakanksha Patil, Counsel a/w. *Mr. Maulik Vora i/b
Pramodkumar & Co., for Petitioner.*

Mr. Aadil Parsurampura a/w. *Mr. Tejas Agarwal and Ms.
Hanishi Shah i/b IC Legal, for Respondent(s).*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : SEPTEMBER 23, 2025

Order :

1. Arbitration Petition No. 390 of 2025 (Priya Aluminium and Hardware Vs. M/s Sanghvi Parrsssva Enterprises LLP) and Arbitration Petition No. 389 of 2025 (Priya Architectural Solutions Vs. M/s Sanghvi Parrsssva Enterprises LLP) are the Petitions filed under Section 9 of the Arbitration and Conciliation Act, 1996 (“*the Act*”). These Petitions are not on Board. By consent, taken on board.

2. In both the proceedings, namely, Arbitration Petition No. 389 of 2025 and Arbitration Petition No. 390 of 2025, the Respondent has agreed to make disclosure in terms of prayer clause (c). Therefore, *interim* relief in terms of prayer clause (c) in both Petitions is granted.

3. These Petitions would stand converted into applications under Section 17 of the Act for urgent consideration by the arbitral tribunal appointed hereby. Any directions on deposit of any funds, including transit rent, may be dealt with by the learned sole arbitrator.

4. It is made clear that the reference to arbitration includes all the documentation executed by the parties including the Permanent Alternate Accommodation Agreement (PAAA) and the supplemental instruments dated March 16, 2019 and March 18, 2019, as also the order

passed by consent dated July 23, 2021. The transit rent in arrears is said to be over Rs. 1 crore and the arbitrator is requested to consider appropriate interlocutory arrangements at the earliest.

5. By consent of parties, the arbitral tribunal is appointed in the following terms :

A] Mr. Rubin Vakil, 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. The contact particulars of the arbitrator are set out below :

Office Address:- 402, Haman House, Ambalal Doshi Marg,
Fort, Mumbai – 400 001.

Email – rubinvakil@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 on which this order is uploaded on the website of this Court. 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 Arbitral 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. Arbitration Petition No. 389 of 2025 and Arbitration Petition No. 390 of 2025 stand *finally disposed of* in the aforesaid terms.

8. In view of the disposal of the proceedings, attendant Interim Applications, if any, also stand *disposed of*.

9. As regards the contempt proceedings, since it is a matter between the Court and the Respondent, the same would be considered at a later date. Stand the contempt petition to ***November 17, 2025***.

10. 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.]