

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. ARBITRATION APPLICATION NO. 457 OF 2025**

Xanadu Realty Limited .. Applicant
Versus
T Bhimjyani Realty Pvt Ltd .. Respondent
...

Mr. Mohit Advani, a/w Mr. Sunil Tilokchandani, Ms. Resham Vasant Savla i/b Manilal Kher Ambalal and Co for the Applicant.
Ms. Anisha Balse h/f Prerak Choudhary for Respondent.

**CORAM: BHARATI DANGRE, J.
DATED : 18th DECEMBER 2025**

P.C:-

1. The application under Section 11 of the Arbitration and Conciliation Act, 1996 is premised on the arbitration being invoked in the wake of the disputes arising out of the Service Agreement dated 21/10/2022, executed between the parties. By notice dated 3/09/2025, the applicant has invoked the arbitration in terms of Clause 13.6 of the Agreement dated 21/10/2022, clearly setting out the disputes that have arisen and the claim which the applicant seeks to take for arbitration.

The notice also suggested the names of the sole Arbitrator. This notice received the response at the end of the respondents on 6/10/2025, in which the notice is responded by stating that no

consent can be expressed on the appointment of either of the arbitrators proposed in the notice and since the respondent's claim is substantially in excess of the amounts claimed by the applicant, and it has already initiated dispute resolution mechanism by invoking arbitration, an appointment of retired Judge as a sole arbitrator was suggested. Paragraph 4 of the said notice clearly state thus:-

“4. Please note that, in the absence of consensus between the parties on the appointment of a sole arbitrator, my client shall be constrained to invoke the jurisdiction of the Hon'ble Bombay High Court under S.11 of the Arbitration and Conciliation Act, 1996, for appointment of an independent and impartial sole arbitrator at your client sole risks, costs and consequences.”

2. From the perusal of the response of the respondent, it is evident that there is no difference of opinion between the parties that the disputes have arisen between them out of the agreement and are required to be referred to arbitration. However, there was no consensus expressed about the appointment of the arbitrator, the applicant has approached under Section 11 seeking appointment of a sole arbitrator to resolve the disputes.

Though the learned counsel for the respondent seeks some time, the said request is refused, as from the reply to the notice of the applicant there is a clear consensus of the dispute being referred to arbitration, but since there is no consensus arrived between the parties as regards the name of the arbitrator to be appointed, the proceedings did not commenced.

3. In light of the clause contained in the agreement, referring the dispute to the sole arbitrator, I deem it appropriate to pass the following order:-

A] Justice Amjad Sayed (Former Chief Justice of Himachal Pradesh) is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of an in connection with the Agreement referred to above. The contact details of the arbitrator are as under :-

Office Address :- 4, American View, Bhulabhai Desai Road, Oomer Park, Mumbai

Email ID :-sayamjad@gmail.com.

Contact No:- 9820071240

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 on which this order is uploaded on the website of this Court. 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 by him, to obtain appropriate direction with regard to conduct of the arbitration

including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E] The sole Arbitrator shall be entitled to the fees as per the 4th Schedule of the Arbitration and Conciliation Act, 1996 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

4. All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

5. Arbitration Application stands disposed of.

(SMT. BHARATI DANGRE, J.)