

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. ARBITRATION APPLICATION NO. 465 OF 2025

Gurukrupa Developers .. Applicant
Versus
Ashmi Atul Parekh .. Respondent
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Mr. Mayur Khandeparkar, Mr. Shardul Singh, Mr. Paresh Shah, Mr. Vikramjit Singh Garewal, & Ms. Meghna Mehta i/b M/s. Shah & Sanghavi for the Applicant.

Mr. Sharan Jagtiani, Senior Counsel, a/w Ms. Surabhi Agarwal, Mr. Siddharth Kate, Mr. Raghav Gupta, i/b Wadia Ghandy & Co for the respondents.

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

P.C:-

1. The Collaboration cum Development executed between parties on 11/06/2005 comprise of an arbitration clause in form of clause no.20, clearly providing that in the event of any disputes/differences arising between the parties, the same shall be referred to the sole arbitrator to be appointed under the provisions of Arbitration and Conciliation Act, 1966, and the arbitral proceedings shall take place at Mumbai.

2. Since the dispute arose between the parties, the applicant invoked arbitration by addressing a communication/notice on 23/07/2025 setting out the dispute that had arisen and the claim that is likely to be staked, arising out of the subject agreement dated 11/06/2005. The invocation notice with reference to several clauses in the agreement, indicated that though the applicant had discharged obligations under the said agreement, there is failure to discharge the obligations at the end of the noticee and there is also a reference to various meetings/negotiations that took place, but since there is no resolve, the arbitration was invoked.

3. The notice invoking arbitration received response at the end of the respondent but this was done after the application of the section 11 came to be filed, where there is no denial of the existence of arbitration clause in the subject agreement.

Respondent admitted the existence of arbitration agreement, but no consensus was expressed as regards the name of the Arbitrator as indicated in paragraph no.25 of the notice.

Hence, the applicant has approached this Court seeking appointment of the Sole Arbitrator.

Mr. Jagtiani, the learned Senior Counsel for the respondent, do not dispute the existence of an arbitration clause in the subject Collaboration Agreement entered between the parties in the year 2005.

4. By consent of the respective counsel, and based on consensus on the name of Arbitrator, following order is passed.

A] Justice K.R. Shriram (Former Chief Justice of Rajasthan High Court) 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 :- 1515, 15th Fl, Maker Chamber No.5, Nariman Point, Mumbai- 400021.

Email ID :-krshriram@gmail.com

Contact No:- 9769958553, 9869039909.

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 may be decided by him in the first procedural meeting with the consensus between the parties. 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.

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

6. Arbitration Application stands disposed of.

(SMT. BHARATI DANGRE, J.)