

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

Commercial Arbitration Petition NO. 229 OF 2025

Marwin Construction Company	...Petitioner(s)
Versus	
Oxford Realtors (India) Pvt Ltd	...Respondent(s)

Mr. Rohaan Cama a/w. *Anish Karande, Shahrukh Shaikh i/h Rohit Shetty, for Petitioner(s).*
Respondent was represented but appearance has not been submitted.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : April 28, 2025

P. C.

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“*the Act*”).
2. After the matter was argued for some time, Learned Counsel for the parties agree to proceed to arbitration in view of the arbitration agreement contained in clause 17 (found at Page 95) of the Memorandum of Understanding dated May 20, 2016 (“*Agreement*”).
3. This Petition under Section 9 stands converted to an Application under Section 17 of the Act by consent of the parties. The Learned Arbitral Tribunal

is requested to convene at the earliest to enable an expeditious consideration of whether at all in its interlocutory measure under Section 17 of the Act, is necessary and what that should be.

4. In these circumstances, this Petition is hereby ***finally disposed of***, in the following terms :

A] Mr. Aniesh Jadhav, a learned advocate of this Court is hereby appointed as the Sole Arbitrator (Email Id : anieshjadhav@gmail.com) to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above.

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 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.]