

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 341 OF 2025

MGM Shelters (Also Known As MGM Shelters
Builders & Developers) ...Petitioner

Versus

Subhash Nagar Vijay Laxmi CHS Ltd ...Respondent

WITH
COMMERCIAL ARBITRATION APPLICATION (L) NO. 16037 OF 2025

Ms. Gauri Joglekar, a/w Krishna, Rajan Gupta, Divya Thorat, i/b
Meraki Legal, for the Petitioner.

Mr. A. Daver, a/w B. Doctor, Nimish Achrekar, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JULY 24, 2025

ORDER :

1. The captioned proceedings entail a Petition under Section 9 seeking interlocutory reliefs, as well as an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an agreement dated February 8, 2012 (“***Agreement***”). The arbitration agreement is contained in Clause 47 (found at Page 122 of the Petition).

In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. The existence of the arbitration agreement is not in dispute. Consequently, Learned Counsel for the parties jointly submit that they would be agreeable to have all the disputes and differences between them in connection with the aforesaid agreement referred to resolution by an arbitral tribunal, leaving it open to the parties to seek such interlocutory relief as they may desire from the arbitral tribunal.

3. Commercial Arbitration Application (L) No.16037 of 2025 which is not listed today, is, by consent of the parties, taken on board. Consequently, it would be appropriate to allow the Application under Section 11, appointing a Learned Arbitral Tribunal to be manned by a Sole Arbitrator.

4. The Section 9 Petition would stand converted into an Application under Section 17 for appropriate consideration by the arbitral tribunal. The arbitral tribunal is requested to convene at the earliest preferably within two weeks of being approached, so that any urgent interlocutory arrangements that may be warranted may be considered.

5. One of the issues tabled on behalf of the Respondent is that notices for invoking arbitration have gone to the administrator of the Society and not to the Society. This is the matter of technical detail that does not turn the needle. Whether the Society is administered by an administrator or managed by a managing committee, so long as the agreement and the consequential arbitration is between parties to the contract, regardless of who is running the affairs of the Society, notice to the person in control and management is notice to the Society.

6. With the aforesaid directions both the captioned proceedings are *finally disposed of:-*

A) Ms. Neeta Jain, a learned 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;

Email ID: Neetanaik.jain@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.

7. 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.

8. 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.]