

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 647 OF 2025

Snehal Towers Co Operative Housing Society Limited ...Petitioner

Versus

M/S Gala Infra Developers ...Respondent

Mr. Pravin Desai, a/w Monel Thakkar, for the Petitioner.

Mr. Piyush Raheja, a/w Ankur Kalal, i/b R.V & Co., for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : SEPTEMBER 9, 2025

ORDER :

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (***“the Act”***).
2. The parties have consensus between the parties to proceed to arbitration forthwith, converting this Petition into an Application under Section 17. The arbitrator is requested to convene at the earliest, preferably within a week of being approached and issue directions to the parties on how to proceed further. Any interlocutory protective reliefs considered necessary for the parties may be sought by the arbitral tribunal.

3. This Petition is *finally disposed of* appointing an arbitrator in the following terms:-

A) Mr. Nimay Dave, 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: nimaydave@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.

4. 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.

5. 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.]