

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION NO. 7233 OF 2025
IN
COMM. ARBITRATION APPLICATION NO.558 OF 2025

Niranjan Venkatesh Imamda .. Applicant
Versus
Mandar Mangesh Pradhan .. Respondent
...

Mr. B.G. Saraf for the Applicant.
Mr. Kuber Wagle for Respondent/original Petitioner.

CORAM: BHARATI DANGRE, J.
DATED : 11th DECEMBER 2025

P.C:-

1. By order dated 17/10/2025 a Sole Arbitrator was appointed in an application filed under Section 11, for adjudicating the disputes that arose between the parties under a Partnership Deed dated 6/07/2021.

Admittedly, on the said date, the respondent was not represented and with reference to the order dated 2/09/2025, the Court was informed that though the dispute was referred to the mediation, the learned Mediator has not conducted any meeting till date.

In the wake of the arbitration agreement under the Partnership Deed and by recording that the arbitration is already invoked by the applicant on 22/04/2025, and there is no denial to the notice invoking arbitration, with the arbitration agreement being in existence, the Sole Arbitrator is appointed by this Court subject to the terms and conditions set out in the order.

2. Interim Application No. 7233 of 2025, is filed by the respondent praying for recall of the said order and for setting aside the appointment of the Sole Arbitrator and for reference of the parties to mediation in terms of the earlier order dated 2/09/2025.

The counsel for the applicant (respondent to section 11 application) make a serious grievance that this order is passed behind his back. His objection is, when the Mediator was earlier appointed and there was every likelihood of the parties settling their disputes before him, and infact he make a statement that now both the partners have decided to dissolve the partnership firm, the dispute could have been better resolved through a Mediator.

3. Though, I find substance in the submission of the learned counsel, in my view since now the Arbitrator is already appointed and I am informed that one meeting is also conducted on entering the reference, a solution of the issue, as on date is, the parties shall appear before the Sole Arbitrator appointed under the order of this Court, who shall make an attempt to

mediate the dispute, as consciously the parties are agreed to dissolve the partnership firm and the only thing remains to be determined is the settlement of the accounts amongst themselves. Since there are only two partners to the partnership firm, it would definitely not be a complicated effort and with the help of the Sole Arbitrator, who shall attempt to mediate between the parties, definitely some solution can be arrived at.

However, if there is no success and the arbitral proceedings are required to be undertaken, as per the process prescribed under the Arbitration and Conciliation Act, 1996, to be followed, the Sole Arbitrator shall take his seat as an Arbitrator and proceed with the arbitration proceedings.

4. In the wake of this aforesaid understanding arrived between the parties, and since I have requested the learned arbitrator to mediate between the parties along with the aforesaid directions, the Interim Application is disposed of.

The counsel for the claimant/applicant makes a statement that he shall bear the expenses of mediation/arbitration.

(SMT. BHARATI DANGRE, J.)