IN THE HIGH COURT OF BOMBAY AT GOA

APPLICATION FOR APPOINTMENT OF ARBITRATOR NO. 15 OF 2026

DELVIN INFRASTRUCTURES … **APPLICANT**

~ VERSUS ~

HELAN ANN DE SOUZA & 6 OTHERS … **RESPONDENTS**

APPEARANCES:

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for the Applicant ***Mr. Sahil Deshprabhu***

for the Respondents ***Mr. Geetesh Shetye***

CORAM : AMIT S. JAMSANDEKAR, J.

DATED : 30th OCTOBER 2026

P.C:

1. Heard the learned Counsel for the Applicant.

2. By this Application, the Applicant has invoked the jurisdiction of this Court under Section 11 of the Arbitration and Conciliation Act, 1996. The Applicant seeks the appointment of a sole Arbitrator to resolve the disputes and differences that have arisen between the Applicant and the Respondents under and in connection with the Agreement for Joint Development, registered before the sub-registrar of Bardez, dated 20.06.2015.

3. Clause 26 of the Joint Development Agreement dated 20th June 2015 has an Arbitration Clause, which reads as follows:-

> *"26. ARBITRATION*
>
> *26.1. It is hereby mutually agreed by and between the Owners and the Developers to refer to arbitration any or all such disputes as may arise in respect of this Agreement or any matter connected to the subject matter.*
>
> *26.2. It is the intention of the parties that any dispute arising out of this Memorandum shall be settled by way of arbitration in terms of the Arbitration & Conciliation Act, 1996 as applicable to India.*

26.3. It is mutually agreed that the arbitral tribunal shall consist of a Sole Arbitrator of mutual choice.

26.4. It is mutually agreed that the venue of proceedings of the arbitral tribunal shall be at Panaji, Goa."

4. The Applicant invoked arbitration by its letter dated 23rd March 2026. The Respondents replied to the letter dated 23rd March 2026 by their reply dated 13th April 2026 and did not agree to the appointment of an arbitrator. Consequently, the Applicant has filed the present Application under Section 11 of the Arbitration and Conciliation Act, 1996.

5. However, today, on instructions, Mr. Deshprabhu, on behalf of the Applicant and Mr. Shetye on behalf of the Respondents, jointly submitted that the Sole Arbitrator be appointed in the matter and all rights and contentions of the parties be kept open and to be decided by the learned Sole Arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

6. Accordingly, ***by consent***, the Application is allowed in the following terms:

(a) ***Mr. John Abreu Lobo***, Advocate, is appointed as a Sole Arbitrator to adjudicate the disputes and differences between the parties arising out of the Joint Development Agreement dated 20th June 2015. The contact details of the learned Sole Arbitrator are as follows:

Name: John Abreu Lobo

Address: A/FF3 & 4, A Wing, 4th Floor, Campal Trade Centre, Behind Military Hospital, Campal, Panaji, Goa

Email: abreulobo@gmail.com

Mobile: (+91) 9823129775

(b) A copy of this order shall be communicated forthwith to the Learned Sole Arbitrator by the Advocate for the Applicant by email at abreulobo@gmail.com.

(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, in the

form prescribed by the Sixth Schedule, to the parties within a period of one week from receipt of a copy of this Order. The disclosure shall be given to the Advocate for the Applicant, and the Advocate for the Applicant shall file it in the Registry of this Court after giving a copy to the Advocate for the Respondents. The Registry shall retain the said Statement on the file of this Application.

(d) The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated by him to obtain appropriate directions with regard to the conduct and procedure of the arbitration, including the fixing of a schedule for pleadings, the examination of witnesses, if any, and the schedule of hearings. At such meeting, the parties shall provide a valid and functional email address, along with the mobile and landline numbers, of the respective Advocates of the parties to the Arbitral Tribunal. It is agreed between the parties that communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(e) With the consent of the parties recorded above, and in terms of Section 6 of the Act, the Learned Sole Arbitrator may appoint a Tribunal Secretary who is a member of the Goa Bar Association to assist the Arbitral

Tribunal in the conduct of the reference. The nomination of the Tribunal Secretary shall be communicated by the Learned Arbitrator to the parties at or before the first meeting under clause (d) above, together with the nominee's statement of independence and impartiality in the form of the Sixth Schedule to the Act applied with the necessary changes; any objection to the nomination shall be raised within seven days and decided by the Learned Sole Arbitrator, failing which the parties shall be taken to have consented to the appointment. The Tribunal Secretary so appointed by the Learned Sole Arbitrator shall act only upon the instruction of the Learned Sole Arbitrator, and shall take no part in the adjudication of the disputes, and shall be bound by the same duty of confidentiality as the Arbitral Tribunal. The remuneration of the Tribunal Secretary shall be fixed by the Learned Sole Arbitrator at the first meeting after hearing the parties and recorded in the first procedural order, shall form part of the costs of the arbitration within the meaning of Section 31A of the Act and shall be borne and paid by the parties on the same terms as the fees of the Learned Sole Arbitrator under clauses (f) and (g) below. The parties undertake to pay the fees of the Tribunal Secretary.

(f) The fees of the Learned Sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018, and the arbitral costs and the fees of the Learned Sole Arbitrator shall be borne by the parties in equal shares. The Learned Sole Arbitrator shall be at liberty to call for deposits towards the costs of the arbitration under Section 38 of the Act, to be held and accounted for under his directions.

(g) The Applicant and the Respondents undertake to this Court that the fees of the Learned Sole Arbitrator and of the Tribunal Secretary shall be paid within a period as directed by the Learned Sole Arbitrator and the Tribunal Secretary.

(h) The fees paid by the parties shall be subject to the final Award that may be passed by the Arbitral Tribunal.

(i) All the undertakings of the Applicant and the Respondents are accepted by this Court.

(j) The parties agree that the seat/venue of the arbitration shall as stipulated in the Agreement dated 20th June 2015, even if the arbitral proceedings, or any part of it, are conducted online or at any other venue.

(k) All rights and contentions of the parties on the merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7. The **Application is disposed of in the above terms**. No order as to costs.

8. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act on production by fax or email of a digitally signed copy of this order.

[AMIT S. JAMSANDEKAR, J.]

Signed by: VAIGANKAR ESHA SAINATH
Designation: Personal Assistant
Date: 02/11/2026 11:20:08