IN THE HIGH COURT OF BOMBAY AT GOA

APPLICATION FOR APPOINTMENT OF ARBITRATOR NOS. 13, 14, 16, 17, 18, 19, 22, 23, 24, 33 AND 34 OF 2026

GAURAV BABBAR … **APPLICANT**

~ VERSUS ~

CECILIA MARIA FREITAS & 2 ORS. … **RESPONDENTS**

APPEARANCES:

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for the Applicant ***Ms. Kalpa Govenkar***

for the Respondents ***Mr. Shivan Desai with Ms. Riya Amonkar***

CORAM : AMIT S. JAMSANDEKAR, J.

DATED : 30th OCTOBER 2026

P.C:

1. Heard the learned Counsel for the Applicant and the Respondents.

2. By these 11 Applications, 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 Memorandum of Understandings (***MoUs***) of the same date i.e. 18th December 2020 between the same parties.

3. The MoUs dated 18th December 2020 have an Arbitration Clause, which reads as follows:-

> *"ARBITRATION/MEDIATION DISPUTE RESOLUTION*
>
> *The Parties to this Memorandum of Understanding agree that should any dispute arise through any aspect of this relationship, including, but not limited to, any matters, disputes or claims, the parties shall confer in good faith to promptly (within 5 business days) resolve any dispute. In the event that the parties are unable to resolve the issue or dispute between them, then the matter shall be mediated and/or arbitrated in an attempt to resolve any and all issues between the parties.*

The parties agree that any claim or dispute that arises from/for/ through this agreement, the relationship or obligations contemplated or outlined within this agreement, if not resolved through mediation, shall then go to and be resolved through final and binding arbitration. Any decision reached by the Arbitrator shall be final and binding and, if required, may be entered as a judgment in any court having jurisdiction.

In the event that any court having jurisdiction should determine that any portion of this Agreement to be invalid or unenforceable, only that portion shall be deemed invalid and not effective, while the balance of this Agreement shall remain in full effect and enforceable. This Memorandum has been executed at Goa, India, the said properties are situated.at Goa, India and the payment is made at Goa, India, hence it is subject to the jurisdiction of the Courts of Law in Goa, India and shall be interpreted and governed by and in accordance with the terms of the Indian Arbitration and Conciliation Act 1996 as amended from time to time with the venue of the arbitration being at Goa, India and will be conducted in the English Language. The name of the arbitrator shall be Shri. _____.

The Parties shall continue to honour their obligations during the pendency of the Arbitration and should not hamper any progress."

4. However, today, on instructions, Ms. Govenkar, on behalf of the Applicant in all these Applications and Mr. Desai on behalf of the

Respondents in all these Applications, 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.

5. Accordingly, ***by consent***, the Applications are allowed in the following terms:

(a) ***Mr. Mikhail Behl***, Advocate (India) and Barrister (England & Wales) is appointed as the Sole Arbitrator to adjudicate the disputes and differences between the parties arising out of the MoUs dated 18.12.2020. There shall be separate reference in respect of each MoU dated 18.12.2020. The contact details of the learned Sole Arbitrator are as follows:

Name: Mr. Mikhail Behl

Address: Chambers 213, DBS Heritage House, Prescott Road, Fort, Mumbai – 400 001

Email: arbitration@mikhailbehl.com

Mobile: (+91) 9833258826

(b) A copy of this order shall be communicated forthwith to the learned Sole Arbitrator by the Advocate for the Applicant by email at arbitration@mikhailbehl.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 files of these Applications.

(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.

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

(i) The parties also agree that the pending Applications under Section 9 of the Arbitration and Conciliation Act, 1996, pending before the Principal District Judge, North Goa, at Panaji be converted into Applications under Section 17 of the Arbitration and Conciliation Act, 1996. Consequently, the Arbitration Applications pending before the Principal District Judge, North Goa stand withdrawn by consent and converted into Section 17 Applications to be heard by the learned Sole Arbitrator. The learned Sole Arbitrator shall decide the Applications expeditiously. The interim relief operating in the said Applications shall continue to operate until the final disposal of the Applications under Section 17 by the learned Sole Arbitrator.

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

(k) The parties agree that the seat/venue of the arbitrations shall be Goa as stipulated in the MoUs dated 18.12.2020, even if the arbitral proceedings, or any part of it, are conducted online or at any other venue.

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

6. The **Applications stand disposed of in the above terms**. No order as to costs.

7. 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: 05/11/2026 15:35:56