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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

**ARBITRATION PETITION NO. 17 OF 2026**

Padamshi Kalyanji Gajra

...Petitioner

***Versus***

Sainath Kharbav Developers LLP

...Respondents

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**Mr. R. D. Soni**, *i/b Meena Sharma, for the Petitioner.*

**Adv. Nipa Ghosh** *a/w Amir Shah i/b Dhaval Vussonji and Associates, for Respondent Nos. 2, 3, 4 and 7.*

**Mr. Abhijeet J. Kandarkar**, *for Respondent Nos. 5 and 6.*

**Adv. V. R. Kask**, *for the Respondent No.8.*

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**CORAM : SOMASEKHAR SUNDARESAN, J.**

**DATE : FEBRUARY 4, 2026**

**ORDER :**

1. This matter was listed at Item No. 7 on February 2, 2026. Two of the partners, who are Respondents in the proceedings, had not entered appearance, while the other Respondents had entered appearance and in fact pointed out that they had suggested the name of a nominee arbitrator.

2. Towards that end, an order was dictated accepting such nominee arbitrator and directing that the two arbitrators shall confer and appoint the third arbitrator.

3. Thereafter, the learned Advocate for the two Respondents who were not present in the morning when the matter was called out, mentioned the matter in the evening and complained that he was unaware of the matter having been listed that day and that it had been moved without notice. That apart, he submitted that he would give notice to the other parties and mention the matter afresh on the next date. Yesterday, the matter was mentioned afresh, and to enable all parties to remain present, it has been listed at Item No. 901 on the supplementary board today.

4. Today, Learned Advocate on behalf of the missing Respondents submits that the Court may appoint a nominee arbitrator on behalf of the Respondents since what was hitherto a two-way fight could in fact be a three-way fight, and an independently nominated arbitrator would be appropriate.

5. To this, Learned Advocate on behalf of the Petitioners suggests that the parties may agree upon the Court appointing a sole arbitrator, giving go-by to a three-member Arbitral Tribunal. Initially,

this was accepted by all parties, but the Learned Advocate for Respondent no. 2, 3, 4 and 7, thereafter demurred and suggested that she would need instructions to agree upon a sole arbitrator.

6. The matter is therefore stood over to 03:00 p.m. to enable instructions to be obtained by all parties so that a sole arbitrator, if confirmed by the parties, would be appointed by this Court.

**In the afternoon @ 3:00 p.m.**

7. Learned Advocate for the parties jointly express their consensus to abandon the three-member Arbitral Tribunal framework agreed upon and to proceed before a Sole Arbitrator, leaving it to this Court to appoint the arbitrator. The parties also contend that the arbitration may be conducted in Mumbai to remove any doubt about the identity of the seat. Taking the consensus between the parties on record, the Arbitral Tribunal is constituted in the following terms :-

A) Mr. Drupad Patil, 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: drupadpatil@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.

8. 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.

9. 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.]**