

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

COMMERCIAL ARBITRATION PETITION NO. 08 OF 2026

Gharpure Engineering Vasai Virar STP Private LimitedPetitioner

Versus

Vasai Virar City Municipal Corporation

....Respondent

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ALI

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Mr. Anish Shahapurkar a/w. Mr. Smeet Savla i/by SHS Chambers for the
Petitioner.

Mr. Bhavesh Paithane i/by Mr. Ashwin Kapadnis for the Respondent.

**CORAM : JITENDRA JAIN, J.
DATED : 12th JUNE 2026**

P. C. :

1. On 22nd April, 2026, the respondent stated that the balance payment would be made within two weeks. However, till today the balance payment has not been made. Therefore, the petitioner insisted that second Arbitrator to be appointed under Section 11 of the Arbitration and Conciliation Act, 1996 (**"the Act"**).
2. The learned counsel for the Corporation states that they will make the payment within six weeks from today.
3. After hearing both the learned counsels, there is no dispute that in the agreement dated 26th March, 2013, Clause 20.8 provides for Dispute Resolution Mechanism under the Arbitration Act. It is also undisputed that the payments have not been made under the contract and, therefore, a claim is made by the petitioner.
4. Therefore, since the existence of the arbitration agreement and the dispute is not disputed, the Court appoints Mr. M. G. Gaikwad, J. (Retired)

as an Arbitrator for resolving the dispute between the parties.

5. If the respondent makes payment and the petitioner accepts the same towards full and final settlement, then there would be no need for arbitration. Therefore, in the interest of justice and accepting the statement made by the respondent, the appointment of the Arbitrator will be effective on expiry of six weeks from today.

6. The parties are at liberty to raise all the contentions before the learned Arbitrator.

7. In these circumstances, the Petition is finally disposed of in terms of the following order :-

- A) M. G. Gaikwad, J. (Retired) 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;

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- 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 Default Paragraph StyleArbitral 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.

10. The fees of the Arbitrator will be mutually agreed upon by the Arbitrator and both the parties.

11. Petition is disposed of in above terms.

[JITENDRA JAIN, J.]