IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO. 4911 OF 2026
IN
COMMERCIAL ARBITRATION PETITION NO. 974 OF 2026

Sai Estate Consultants Chembur Pvt. Ltd. … Applicant

BASAVRAJ GURAPPA PATIL
Digitally signed by BASAVRAJ GURAPPA PATIL
Date: 2026.10.05 19:12:39 +0530

In the matter between:

Sai Estate Consultants Chembur Pvt. Ltd. … Petitioner
Versus
Sanjiv Manmohan Gupta ...Respondent

Mr. Dinyar Madon, Senior Advocate with Mr. Suraj Iyer, Mr. Mihir Nerurkar, Ms. Gauri Joshi and Mr. Yohan Mehta i/b. Ganesh & Co. for the Petitioner

Mr. Naushad Engineer, Senior Advocate with Mr. Sudarshan Satalkar, Mr. Hemanshu Vyas, Mr. Dhiraj Shetye & Ms. Hetal Patel i/b. Hetal Patel for the Respondent

CORAM : ARIF S. DOCTOR, J.
DATE : 1st OCTOBER 2026

P.C.

1. After the matter was heard at some length, learned Counsel for the parties were agreeable that the impugned order could be set aside. It is expressly clarified that neither party has any allegation or grievance to make against the previous Arbitrator. Mr. Madon submits

that even in the Petition, no allegation or grievance has been raised against the previous Arbitrator, and only legal pleas have been raised.

2. In view of the fact that there is no opposition to the appointment of the Sole Arbitrator, I appoint Mr. Swanand Ganoo, Advocate, to act as the Sole Arbitrator to decide the disputes and differences between the parties on the following Terms and Conditions.

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:-** Mr. Swanand Ganoo, Advocate is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.

(b) **Communication to Arbitrator of this order:-**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Petitioner within one week from the date this order is uploaded.

(ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses.

Mr. Swanand Ganoo, Advocate

19, 1st Floor, Rohit Chambers,

Janmabhoomi Marg,

Fort, Mumbai – 400001,

(Mob. No. 9869765529; Email: swanandg@gmail.com)

(c) **Disclosure:-** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Petitioner will arrange to file the original statement in the Registry. If the statement is forwarded in soft copy, a print out of the covering email is also to be filed in the registry.

(d) **Appearance before the Arbitrator:-** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.

(e) **Contact/communication information of the parties:-** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. The information is to include functional email addresses and mobile numbers.

(f) **Section 16 application:-** The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.

(g) **Interim Applications:-**

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act. 1996 before the learned Sole Arbitrator. Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

(ii) The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.

(h) **Sharing of costs and fees:-** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.

(i) **Consent to an extension if thought necessary:-** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.

(j) **Venue and seat of arbitration:-** Parties agree that the venue and seat of the arbitration will be in Mumbai.

3. The arbitration proceedings shall recommence from the stage at which they stood before the previous Arbitrator.

4. The learned Arbitrator is requested to endeavour to dispose of the said Application within a period of two months from the date on which he takes charge of the proceedings.

5. The Court Registry shall hand back to the Petitioner the invoices which were taken on record and kept in a sealed envelope pursuant to the order dated 16th September, 2026.

6. Needless to state, all rights and contentions of the parties are expressly kept open.

7. The Arbitration Petition is disposed of in the above terms. In view thereof, the Interim Application does not survive and is also disposed of.

[ARIF S. DOCTOR, J.]