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

VASANT
ANANDRAO
IDHOL

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VASANT
ANANDRAO IDHOL
Date: 2026.01.30
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COMMERCIAL ARBITRATION APPLICATION NO.8 OF 2024

Gunvanti R. Shah & Ors.	...Applicants
V/s.	
Nine Globe Builders & Ors.	...Respondents

WITH
COMMERCIAL ARBITRATION PETITION NO.14 OF 2023

Gunvanti R. Shah & Ors.	...Petitioners
V/s.	
Nine Globe Builders & Ors.	...Respondents

Mr.Dhruva Gandhi with Mr.Chirag Hathiramani i/b Mr.Yogesh
Devnani for the Applicants / Petitioners.

Adv.Mehernaz Contractor i/b Bafna Law Associates for
Respondent Nos.1 and 3.

Ms.Pooja Yadav for the BMC – Respondent (through V.C.)

CORAM : ARIF S. DOCTOR, J.
DATE : 28TH JANUARY, 2026.

P.C. :-

1. The Applicants by way of this Application seeks

appointment of an Arbitrator. The disputes and differences that have arisen are out of the Deed of Development Agreement and Deed of Supplement to Development Agreement. Learned counsel points out that the arbitration clause is contained in Clause No.14 of the Supplemental Deed, which reads thus :-

“14. Any dispute or difference arising between the parties out of this Agreement or any terms and conditions of this Agreement shall, if not settled by agreement, be referred to the arbitral tribunal consisting of sole arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.”

2. Learned counsel appearing on behalf of the Respondents does not dispute the execution of the agreement nor the arbitration clause.

3. Learned counsel points out that by an order dated 26th March, 2024, notice was issued to the Respondents. He submits that all the Respondents have been served pursuant to the said notice. The report records this. In any view, learned counsel submits that Respondent Nos.2 to 4 are partners of the first

Respondent Firm and the agreements in question have been entered into by the first Respondent Firm in the usual course of business and given that Respondent No.1 Firm is today represented and is not opposing the appointment of an Arbitrator. The fact that Respondent Nos.2 and 4 are not present, should not detain the Court from proceeding to appoint an Arbitrator. Having due regard to the submissions made and having noted that the learned counsel appearing for Respondent No.1 has consented to the appointment of an Arbitrator, I appoint Mr.Janay Jain, as the Sole Arbitrator. The details of Mr.Janay Jain are as follows :-

Mr.Janay Jain,
Address : 4th Floor, Gundecha Chambers,
Nagindas Master Road, Fort, Mumbai,
Email ID : janayjain@hotmail.com,
Mobile No.98209 92156.

4. Learned Arbitrator shall file disclosure affidavit within one week.
5. Section 9 Application bearing Commercial Arbitration Application No.14 of 2023 shall be converted and treated as an Application under Section 17 of the Arbitration & Conciliation

Act.

6. Both Applications are disposed off in the aforesaid terms.

(ARIF S. DOCTOR, J.)