

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

ARBITRATION APPLICATION NO. 178 OF 2024

Leadership Boulevard Pvt.Ltd.

...Applicant

Versus

Nova Educational Trust C/o Stella Marys CBSE School

...Respondent

Mr. Mohit Sahani i/b King Stubb Kasiva for the Applicant.

Mr. Guru Chakkravarthy for Respondent No.3 (Through VC).

CORAM	:	ARIF S. DOCTOR, J.
DATE	:	10th FEBRUARY, 2026

P.C.

1. The dispute between the parties arises out of an Agreement dated 17th February, 2020. Learned counsel points out that the same contains an Arbitration Clause for dispute resolution, which interalia reads thus;

“13.1 The Parties hereby agree that they intend to discharge their obligations in utmost good faith. They therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by mutual discussions.”

2. Arbitration has been duly invoked by letter dated 5th December, 2022. The Reply Affidavit has been filed in which the existence of the Agreement is not in dispute.

3. It is contention of learned counsel for the Respondent that, there are no amounts due and payable to the Applicant. He submits that the invoices upon

which the Applicant placed reliance are forged and fabricated, he therefore, submits that there is no claim to be made against the Respondent.

4. Having due regard to the submissions and having perused the records, I am of the view that there is no dispute or denial to the existence of the Agreement or the arbitrability of the dispute. Hence, I appoint Ms. Rucha A. Vaidya to act as a sole Arbitrator in the matter. The details of Ms. Vaidya are as follows:

Name	:	Adv. Rucha A. Vaidya
Contact	:	9930467340
Email I.d.	:	vaidru.rv@gmail.com
Address	:	208, Gundecha Chambers, Nagindas Master Road, Kala Ghoda, Fort Mumbai -400 001.

6. All the necessary costs, charges and expenses of Arbitrator shall be equally borne by the parties.

7. The Arbitration Application is accordingly disposed of in terms of prayer clause 'a' to 'c'.

[ARIF S. DOCTOR, J.]