

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

ARBITRATION APPLICATION NO. 213 OF 2024

Meena Deepu Vaswani ...Applicant
Versus
Shailendra Mourya ...Respondent

Mr. Aayush Pandey (through V.C.) a/w Mr. Gaurav Pandey, for the Applicant.

CORAM : ARIF S. DOCTOR, J.
DATE : 13th JANUARY, 2026

P.C.

1. The present Application has been filed under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996, by which the Applicant has sought to invoke arbitration against the Respondent.
2. Heard learned counsel for the Applicant, who points out that the Respondent, though served, has not appeared. Having perused the record, I am satisfied that the Respondent has been duly served and has not entered appearance.
3. Learned counsel then invited my attention to a deed of partnership dated 20th June 2018 entered into between the Applicant and the Respondent, in particular referring to clause 16 of the said agreement, which reads thus:

"16. ARBITRATION: If any dispute or difference shall arise between the parties hereto touching the business of the Firm or interpretation of any provision hereof or otherwise, howsoever relating to the Firm and its business the same shall be referred to arbitration of a common arbitrator if agreed upon, failing which to two arbitrators one to be appointed by each party to the dispute and the arbitration shall be governed by the Arbitration Act, 1996,"

4. Learned counsel then invited my attention to the notice dated 29th February 2024, by which the Applicant has invoked the said arbitration clause and also suggested the name of the proposed arbitrator. Paragraph 9 of the said notice reads thus:

"9. That in light of the above-mentioned facts and circumstances, our Client hereby invokes clause No. 16 of the Deed of Partnership Dated June 20, 2018, executed between our Client and you, and proposes the name of Mr. Ketan Arun Dhavle Advocate, Bombay High Court as a Sole Arbitrator, for the adjudication of the disputes between you and our Client. Additionally, you are hereby notified that, should our Client fail to receive a response to this Legal Notice within 30 days, it will be assumed that you have no objections to Mr. Ketan Arun Dhavle Advocate, Bombay High Court's appointment as Sole Arbitrator pursuant to clause No. 16 of the Partnership Agreement Dated June 20, 2018, this agreement was made between you and our client to resolve disagreements in line with the law."

5. Learned counsel then places reliance upon the proof of service of the said notice upon the Respondent and points out that, despite being duly served, no response to the notice has been forthcoming. In light of this, he submits that given the existence of an arbitration clause between the parties and also the fact that arbitration has been duly invoked, this Court, may appoint an arbitrator to decide the disputes and differences that have arising between the parties under the deed of partnership mentioned above.

6. Having heard learned counsel and having perused the record, I am prima facie satisfied that the existence of a valid arbitration agreement between the parties, as also the fact that arbitration has been duly invoked in accordance with law and the Respondent, having not replied, is deemed to have admitted/accepted the contentions of the Applicant.

7. Hence, I appoint **Ms. Apurva Thipsay** to act as Sole Arbitrator in the matter. The details of Ms. Apurva Thipsay are as follows:

Name: Ms. Apurva Thipsay

Address: Chambers of Dr. Birendra Saraf,
302, Oval House, 3rd Floor, British Hotel Lane,
Opposite Commerce House, Kala Ghoda,
Fort, Mumbai 400023

Mobile No: 9882806541

Email: apurva.thipsay@gmail.com

8. The Learned Arbitrator shall file requisite disclosure within a period of two weeks of duly served with this order.
9. The Arbitration Application is accordingly disposed of.

[ARIF S. DOCTOR, J.]