

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 251 OF 2024

Tarun Chandru Sadarngani

...Applicant

Versus

Lokhadwala Infrastructure Pvt Ltd.

...Respondent

Ms Shraddha Chavan a/w Ms Perna Shukla and Ms Shalaka More i/b Mr. D. S. Kulkarni for Applicants.

Mr. Anil Rao for Respondents

CORAM : ARIF S. DOCTOR, J.

DATE : 17th FEBRUARY 2026

P.C.

1 The Applicant has invoked Arbitration under an Development Agreement dated 12th April 2007. My attention is invited to clause 30 which is to be found at paragraph 204 of the Arbitration Application. Clause 30 reads thus:

“30. The parties hereto have entered into and executed this Agreement in good faith and reposing confidence in each other, the intent being to effectuate and complete the construction and development at the earliest, as any delay in the implementation or completion may affect the viability of the entire project. In the event of their arising or being; any difficulty or problem in the implementation or effectuation of this agreement, then the parties hereto shall make all endeavours to mutually solve such difficulties or problems so that this agreement is effectuated and completed. All disputes and questions whatsoever shall either during the subsistence of this Agreement or afterwards arising between the parties hereto or their respective representatives touching this Agreement or the construction or application thereof or any clause or thing herein contained or liabilities to be made hereunder or as to any acts, deed or omission of any party or as to any other matter or the rights, duties or liabilities if any party under this agreement or any claim arising there from shall be referred to a single

Arbitrator in case the parties agree upon one or if they do not agree, two arbitrators one to be appointed by each party, who shall appoint third arbitrator to the dispute to accordance with and subject to the provisions of Arbitration and Reconciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the costs of the reference and award shall be in the discretion of the Arbitrator, Arbitrator or Umpire arbitration as the case may be and such proceedings shall take place in Greater Mumbai."

2 From a perusal of the said clause, it is clear that the same is first provides for parties to take all endeavours to mutually solve any difficulties or problems prior to invoking the arbitration. It was put to learned counsel for the Applicant as to whether any such steps were taken, learned counsel is today unable to point out.

3 Stand over to **20th February 2026 High on board**, to enable the learned counsel for the Applicant to point out as to whether the scheme contemplated in clause 30 was at all adhered to. Apart from the foregoing, the very locus of the Applicant to invoke arbitration under the said agreement is in serious doubt, as they are not even a party to the said agreement. Furthermore, it is pointed out that Mr. Arjan Sadarangani, who is a party to the said agreement, has by an agreement dated 10th July 2007, in fact, surrendered all his right title and interest in the said property. I am also informed, at this stage that the Applicant has filed a suit in the Bombay City Civil Court in respect of this very matter.

4 I have indicated to learned counsel for the Applicant that, if I find this application to be devoid of merit, it will be dismissed with costs.

[ARIF S. DOCTOR, J.]