

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

COMMERCIAL ARBITRATION APPLICATION NO. 267 OF 2024

Glider Buildcon Realtors Private Limited

...Applicant

Versus

Vke Plumbing Private Limited

...Respondent

Mr. Rubin Vakil a/w Sunil Gangan, Shrikant S. Swapnil Shikhale, Manav Chetwani i/b RMG Law Associates for Applicant.

CORAM	:	ARIF S. DOCTOR, J.
DATE	:	16th FEBRUARY, 2026

P.C.

1. The captioned Arbitration Application is filed under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 and seeks the appointment of a sole Arbitrator in terms of the Contract Agreement dated September, 2021 read with Section 24 of the General Conditions of the Contract.

2. Heard Mr. Vakil, learned counsel for the Petitioner, who points out that the Respondent has been served, despite which Respondent has not entered appearance.

3. Mr. Vakil then submits that the Applicant had been appointed the Respondent as a plumbing Contractor in respect of a residential project known as "Piramal Aranya" Wing (B) South Tower, Ram Bhau Bhogle Marg, Byculla (E). He submits that the Respondent had thereafter abandoned the said project and it

is thus the Applicant has invoked Arbitration by way of a notice dated 30th March, 2024. Mr. Vakil points out that the said notice was duly received by the Respondent and was not replied to. He thus submits that the present Petition has been filed.

4. In these circumstances, Mr. Vakil then invited my attention to the dispute resolution clause, I have perused the same and the same provides for Arbitration.

5. Though the dispute resolution clause also provides for mediation at the level of the Managing Director or the Chief Executive Officer of the Petitioner and the Respondent.

6. Thus given the above, I am *prima facie* satisfied that there is valid Arbitration Agreement and the dispute which is sought to be referred to arbitration is arbitrable and the Respondent has not appeared to contend otherwise in my view would have to be allowed and is accordingly allowed in terms of prayer clause 'a', which reads thus.

"a) That this Hon'ble Court be pleased to pass necessary orders/directions and appoint the Sole Arbitrator under clause 8 of the Contract Agreement dated September 2021 read with section 24 of the General Condition of Contract under Section 11 of the Arbitration and Conciliation Act, 1996 to adjudicate and decide the disputes between the Applicant and the Respondent;"

7. I accordingly appoint Ms. Shreya Jha to act as sole Arbitrator in the matter. The details of Ms. Jha are as follows:

Name : Ms. Shreya Jha
Contact : 7282934554

Email I.d. : shreyajha183@gmail.com
Address : C/o, Senior Advocate Naushad Engineer,
Room No. 1-D, 1st Floor, Lentin Chambers,
Dalal Street, Fort, Mumbai-400 001.

8. On a copy of this order being uploaded, the counsel for the parties shall jointly approach the Arbitrator to enable her to fix a schedule for Arbitration.
9. The costs, charges and expenses of Arbitration shall be borne equally between the parties.

[ARIF S. DOCTOR, J.]