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

ARBITRATION APPLICATION NO. 17 OF 2026
KEYSTONE REALTORS LIMITED **...APPLICANT**

Versus

AMIT THOKAL **...RESPONDENT**

Mr. G. K. Tripathi *a/w Ms. Sonali Salaskar, Advocates for the Applicant.*

Mr. Kunal Shirgire *a/w Mr. S. Malegaonkar & Mr. Prakash Yedage, Advocates for the Respondent.*

CORAM : ARUN R. PEDNEKER, J.

DATE : 8th JUNE, 2026.

Per Court :

1. Heard learned counsel for the Applicant and the Respondent.

2. Learned counsel appearing for the Applicant submits that the Applicant had engaged the services of Respondent and entered

into a contract of service dated 11th July, 2022. The agreement also provided for resolution of the disputes through arbitration. Clause 18 specifically provides for the same and the same is noted below :-

“18. Arbitration

Any dispute or difference whatsoever arising between the two parties out of relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by Arbitration, in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996. It is mutually agreed between the parties that for the purpose of Arbitration under this contract, the venue of Arbitration shall be Mumbai only.”

3. Learned counsel submits that some dispute arose between the parties and as such, notice was issued under Section 21 of the Arbitration and Conciliation Act, 1996 on 21st July, 2025. The same is not responded to, as such the present application is filed for appointment of an Arbitrator.

4. Learned counsel appearing for the Respondent has not disputed the agreement nor the notice, however he has given names

of two Arbitrators and submits that the Arbitration may be appointed.

5. The Applicant is not agreeable to the names of Arbitrators submitted by the Respondent.

6. Considering this aspect, this Court would pass the following order :-

(A) Ms. Bijal Gogri, learned Advocate of this Court is appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above. The contact details of the Arbitrator are as under :-

Address : 1102/01, Kranti CHS, N. G. Acharya Marg,
Chembur Station Road, Opp. Chembur Next
Level, Chembur, Mumbai-400 071.

Mobile No. : 9920939332

Email ID : bijal3767@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicant within a period of 1 week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) Learned sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by her, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(F) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

7. All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

8. With the above directions, Arbitration Application No. 17 of 2026 stands disposed of accordingly.

[ARUN R. PEDNEKER, J.]

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