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

ARBITRATION APPLICATION NO.41 OF 2026

S J Developers

.. Applicant

Versus

Mukta Sopan Premises Cooperative
Society Limited

.. Respondent

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Mr. Sean Wassoodew, Advocate for the Applicant.

Mr. Rupesh Mandhare, Advocate for the Respondent.

CORAM : FIRDOSH P. POONIWALLA, J.

DATE : MAY 05, 2026

P. C.

1. This Arbitration Application is filed under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 (the “**Act**”) seeking appointment of an Arbitrator to arbitrate upon the disputes arising between the parties under the Development Agreement dated 14th November 2024 entered into between the parties (the “**said Agreement**”).

2. Clause 39 of the said Agreement contains the arbitration clause and reads as under:-

“39. DISPUTE RESOLUTION:-

- 39.1. *In the event any dispute of difference arises between the Society (for itself and for and on behalf of its Members) and the Developer in the matter of interpretation or in respect of this Agreement, the Power of Attorney and/or any related or incidental documents, and/or the implementation and/or interpretation of the terms, provisions and conditions hereof/thereof, a sole arbitrator shall be appointed by the Developer and the Society (for itself and for and on behalf of its Members) by the expiry of thirty (30) days of the said dispute/difference, failing which, the Developer and the Society (for itself and for and on behalf of its Members) shall appoint one arbitrator each, and the two appointed arbitrators shall, before entering upon the reference, appoint a third arbitrator who shall act as the presiding arbitrator, to resolve the aforesaid dispute and differences. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendment or re-enactment thereof for the time being in force. The seat of the arbitration proceedings shall be at Mumbai and the language of the proceedings shall be English. The Arbitrator/s shall have summary powers and be entitled to give interim directions and awards from time to time. The award/s of the Arbitrator/s shall be reasoned and given in writing and shall be final and binding upon the Society (for itself, and for and on behalf of all its Members) and the Developer.*
- 39.2. *In the event of any breach or default by the Developer in observing and performing its obligations under this Agreement, the Society shall be entitled to initiate the necessary proceedings in law against the Developer, for enforcement of the Society’s rights and for causing the Developer to specifically perform its obligations herein.*
- 39.3. *Notwithstanding the subsistence of any arbitration proceedings, suit or disputes between the Parties, the Developer shall continue to be liable to bear and pay the Rental Compensation at the rates applicable as per Clause 12 of this Agreement.”*

3. After entering into the said Agreement, certain disputes have arisen between the parties as set out in the Notice invoking arbitration dated 30th May 2025.

4. In these circumstances, the Applicant, by the said Notice dated 30th May, 2025, invoked arbitration and called upon the Respondent to agree to the appointment of an Arbitrator.

5. Today both the parties have appeared before me, and have stated that they are agreeable to appoint Mr. Vivek Walawalkar, an Advocate practising in this Court, as an Arbitrator.

6. In these circumstances, the following order is passed:-

(a) Mr. Vivek Walawalkar, an Advocate practising in this Court, is appointed as an Arbitrator to arbitrate upon all the disputes arising between the parties under the Development Agreement dated 14th November 2024. The contact details of Mr. Vivek Walawalkar are as under:-

Phone No:- 9820000649

Email Id:- vivzong@hotmail.com

Address:- 105-107, Mistry Mansion, 1st Floor,
Mahatma Gandhi Road, Opposite
University, Mumbai – 400 023

- (b) Within one week of the uploading of this Order, the Office of the Prothonotary and Senior Master of this Court shall inform the Arbitrator about this appointment.
 - (c) Further, within one week of the uploading of this Order, the Advocates for the Applicant shall also inform the Arbitrator about this appointment.
 - (d) Within one week of him being intimated about his appointment, the Arbitrator shall make the disclosure as required under the provisions of the Act.
 - (e) The Arbitrator shall charge fees as per the Rules framed by this Court in this regard.
7. The Arbitration Application is disposed of in the aforesaid terms. However, there shall be no order as to costs.

[FIRDOSH P. POONIWALLA, J.]