



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.217 OF 2025

Pratap Girish Manjrekar and others

...Applicants

V/s.

Richa Housing Projects Private Limited
and others.

...Respondents

Mr. Arun Gadkari *i/b. Mr. Mohit Gadkari & Co. for the Applicants.*

Mr. Nakul Jain *with Mr. Shubham Naik i/b. M/s. ANB Legal for Respondent Nos.2 & 3.*

CORAM: SANDEEP V. MARNE, J.

DATED: 22 JANUARY 2026.

P.C.:

1) This is an Application under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of Arbitrator for adjudication of disputes and differences that have arisen between the parties under allotment letter dated 9 February 2015 read with letter dated 4 April 2024.

2) I have heard Mr. Gadkari, the learned counsel appearing for the Applicant and Mr. Jain, the learned counsel appearing for Respondent Nos.2 and 3. Respondent No.1 has been duly served through paper publication but none has appeared on behalf of

Respondent No.1. According to the Applicants Respondent No.1 is nothing but part of Respondent Nos.2 and 3.

3) It appears that Respondent No.3-Prakash Joshi was the Director in Respondent No.1. Respondent No.2 is now a partnership firm (wrongly described as Company in the cause title of the Application), of which Respondent No.3 is the partner. Respondent No.1 *prima facie* appears to be part of 'Richa Group', which is a Developer. Respondent No.1 issued allotment letter dated 9 February 2015 in favour of the Applicants in respect of apartment No.5101 on 51st floor of the building 'Park Mist', which was agreed to be sold at the consideration of Rs.3,61,96,502/-. Allotment letter acknowledges payment of earnest money of Rs.70,00,000/-. The allotment letter contains arbitration clause No.5.

4) It appears that the project -Park Mist got delayed. The Applicants rely upon letter dated 4 April 2024 issued by Respondent No.2-Partnership Firm, under which Respondent No.2 allegedly decided to allocate 3BHK apartment to the Applicant near Shivaji Park area, Dadar (West) as a compensation for delay in completion of the project-Park Mist. There is no arbitration clause in the letter dated 4 April 2024.

5) Respondent Nos.2 and 3 took advantage of the situation where the allotment letter dated 4 April 2024 is issued by an altogether different entity being Respondent No.1. They also seek to take advantage of the fact that letter dated 4 April 2024 does not contain arbitration clause. It therefore sought to be contended on behalf of

Respondent Nos.2 and 3 that there is no arbitration agreement between the Applicants and Respondent Nos.2 and 3. On the other hand, the Applicants seek to draw close connections between all the three Respondents. In my view, this issue needs to be adjudicated before the Arbitral Tribunal.

6) Another objection raised on behalf of Respondent Nos.2 and 3 is that the alleged invocation notice under Section 21 of the Arbitration Act is issued on 3 May 2025, is with reference to letter dated 4 April 2024, which does not have arbitration clause. It is contended that invocation is not under clause 5 of the allotment letter dated 9 February 2015. I am unable to agree. It would be apposite to reproduce paragraph 11 of the invocation notice, which reads thus:-

11. In the aforesaid circumstances, we are instructed by our clients to call upon you, which we hereby do to forthwith through this notice, to forthwith deliver possession of the new 3BHK apartment admeasuring 930.98 sq.ft. carpet area near Shivaji Park, Dadar (W), Mumbai- 400 028 in accordance with you i.e. Addressee No.2, Richa Realtor's letter dated 4 April 2024 or in the alternate, pay the value of the said apartment of Rs.7,50,00,000/-(Rupees Seven Crores), to our clients within a period of fifteen (15) days from receipt of this notice with further interest at 18% p.a. till the date of payment, failing which our clients propose/ nominate the name of Mr. Shirish Gadge, former District Judge as the sole Arbitrator in terms of the said arbitration clause and calls upon all of you to concur and confirm the same in writing.

7) Thus, while invoking the arbitration, the Applicants demanded possession of flat at Shivaji Park or sought payment of amount of Rs.7.50 crores, failing which they nominated Arbitrator for resolution of disputes. *Prima facie* it appears that there is connection between allotment letter and letter dated 4 April 2024. It therefore cannot be contended that invocation is only relatable to letter dated 4

April 2024. The Applicants believe that there are disputes and differences between the parties arising out of the allotment letter, which is connected to the letter dated 4 April 2024. In view of the fact that there is an agreement to arbitrate between the Applicants and Respondent No.1 in the allotment letter, in my view the disputes need to be referred to arbitration. Whether Respondent Nos.2 and 3 can be party to arbitral proceedings, is something which the Arbitral Tribunal would decide. In my view, therefore, it would be just and proper to constitute tribunal of sole Arbitrator for adjudication of disputes and differences between the parties.

8) I accordingly, proceed to pass the following order:-

(A) Mr. Jamsheed Master, an Advocate of this Court is appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of allotment letter dated 9 February 2015 read with letter dated 4 April 2024. The contact details of the Arbitrator are as under :-

Office Address :- Lentin Chambers, 1st Floor, Dalal Street, Fort, Mumbai

Mobile No. :- 9820840010

Email id :- masterjamsheed@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 one 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 alongwith a copy of this order.

(C) The 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 parties within a period of 2 weeks from receipt of a copy of this order.

(D) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by him, 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.

(E) The fees of the sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

9) All rights and contentions of the parties on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

10) With the above directions, the Application is disposed of.

[SANDEEP V. MARNE, J.]