

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 401 OF 2025

Amar Diwakar Mishra

....APPLICANT

: **VERSUS** :

Mukesh Dayanand Tripathi

....RESPONDENT

Mr. Ramprakash Pandey with Mr. Udaybhan Tiwari i/b. Mr. Prakash V. Dhopatkar, for the Applicant.

Dr. M. Shah Alam Khan with Ms. Puja Acharekar, for the Respondent.

CORAM : SANDEEP V. MARNE, J.

DATED : 14 JANUARY 2026.

P.C :

1) This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for appointment of Arbitrator for adjudication of disputes and differences arising between the parties arising out of Deed of Equitable Mortgage deed dated 3 January 2019.

2) I have heard Mr.Pandey, the learned counsel appearing for the Applicant and Mr.Khan the learned counsel appearing for the Respondent.

3) The Deed of Equitable Mortgage has following Arbitration Clause for dispute resolution mechanism :

16. In the event of any disputes or differences arising between the parties hereto, the parties have agreed to reconcile their disputes or differences pursuant to the execution of this Agreement under the provisions of

Arbitration and Reconciliation Act, 1996, or any statutory modification or re-enactment thereof by referring the dispute to a Sole Arbitrator, and the Courts in Mumbai shall have exclusive jurisdiction to entertain and try the dispute.

4) The Applicant invoked arbitration by issuing notice under Section 21 of the Arbitration Act on 21 August 2025. The Respondent has responded to the said notice on 10 September 2025 denying the liability to pay any amount to the Applicant.

5) The Respondent has raised essentially two objections to appointment of Arbitrator. Firstly, it has contended that the Deed of equitable mortgage is not enforceable on account of the same not being registered. Secondly, it has contended that the claim is barred by limitation.

6) The issue of enforceability of Deed of Equitable Mortgage touches upon the merits of the claim of the Applicant and this issue would be decided by the Arbitral Tribunal. Similar is the position with regard to the objection of limitation.

7) In my view, there appears to be a clear agreement to arbitrate between the parties. In that view of the matter, I proceed to appoint sole Arbitrator to adjudicate the disputes and differences between the parties arising out of Deed of Equitable Mortgage dated 3 January 2019. Accordingly, I proceed to pass the following order :

(A) Ms. Shubra Swami an Advocate of this Court is appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Deed of Equitable Mortgage referred to above. The contact details of the Arbitrator are as under :

<u>Email ID :-</u>	swami.shubhra@gmail.com
<u>Contact No. :-</u>	98207 29383

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocate 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 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.

(E) The sole Arbitrator shall be entitled to the fees 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.

8) All rights and contentions of the parties are expressly kept open to be raised before the Arbitral Tribunal.

9) With the above directions, the Application is **disposed of**.

NEETA
SHAILESH
SAWANT

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[SANDEEP V. MARNE, J.]