

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 437 OF 2025

Prodair Air Products India

Private Limited

.....**APPLICANT**

: VERSUS :

Urbanwork Private Limited

....**RESPONDENT**

Mr. Anukrit Gupta (through V.C.) i/b. Mr. Nitesh Solanki, for the Applicant.

Mr. Manaswi Agrawal, 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 adjudication of disputes and differences between the parties arising out of Services Agreement dated 5 June 2024.

2) I have heard Mr. Gupta, the learned Counsel for the Applicant and Mr. Agrawal, the learned counsel appearing for the Respondent.

3) The Services Agreement dated 5 August 2024 contains Arbitration Clause-18 as under :

18) Dispute Resolution :

The Parties shall attempt to amicably settle any dispute arising out of this Agreement and the obligations thereunder (each a “Dispute”). Either Party may give written notice of a Dispute to the other Party within 30 (thirty) days of the occurrence of the event which gives rise to such Dispute or the day that such event came to the notice of the applicable Party.

b) If any Dispute arising between the Parties is not amicably settled within 30(thirty) days of the commencement of amicable attempts to settle the same as provided above, the Dispute shall be referred to, and be finally settled by, arbitration. The arbitration proceedings will be conducted at Mumbai in English language and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996⁷ or any statutory modification or re-enactment thereof for the time being in force. The Dispute shall be adjudicated by a single arbitrator mutually agreeable to, and appointed by, the parties. In the event the Parties fail to appoint a single arbitrator, the Service Provider and the Client shall appoint 1 (one) arbitrator each and the 2 (two) arbitrators so appointed shall nominate a third presiding arbitrator. The decision of the arbitrator (s) shall be final and binding on the Parties. Each Party will be responsible for the cost of appointing their respective arbitrator as contemplated herein. However, where a joint appointment of an arbitrator occurs, the costs thereof will be shared equally by the Parties.

c) Notwithstanding anything to the contrary set out in this Agreement, the Parties may apply to any court of competent jurisdiction for temporary or equitable relief, preliminary injunction, or other interim, equitable or conservatory relief, as necessary, and without abridging any of the powers of the arbitral tribunal.

d) Subject to the foregoing, the courts at Mumbai shall have exclusive jurisdiction in all matters arising out of this Agreement or any arbitration as provided herein.

e) This Agreement shall be governed by and construed in accordance with the laws of the Republic of India.

4) Mr. Agrawal, the learned counsel appearing for the Respondent does not have serious dispute to the position that there is an arbitration agreement between the Applicant and the Respondent. He however submits that Respondent has taken the premises on license from the owner and has in turn inducted the Applicant into possession thereof under the Services Agreement. He submits that the Applicant has colluded with the owner on account of which the owner has refused to refund the security deposit to the Respondent which is a reason why Respondent is unable to refund the security deposit of the Applicant. He submits that the Applicant is responsible for withholding of security deposits of the Respondent by the owner on account of refusal to vacate the premises. He accordingly submits that the Respondent has instituted Civil Suit (Filing) No. 7603 of 2025 in the District Court, Pune against both, the owner as well as the Applicant. He therefore submits that if the Applicant relies on the arbitration clause, the correct remedy for him is to file an application under Section 8 of the Arbitration Act seeking reference in the pending suit.

5) However, it is seen that the notice invoking arbitration was issued by the Applicant on 8 May 2025. The notice was responded by the Respondent on 23 May 2025. Thereafter, the present application is lodged by the Applicant on 4 October 2025.

6) The Suit of the Respondent appears to have been filed on 25 April 2025 after lodging of the present petition. In that view of the matter, filing of the suit cannot be an impediment in filing the application. I am satisfied that the parties have agreed for dispute resolution mechanism through private arbitration. In that view of the matter, I proceed to appoint a sole Arbitrator to adjudicate the disputes

and differences between the parties arising out of Services Agreement dated 5 June 2025, I accordingly proceed to pass the following order :

(A) Hon'ble Shri. Justice G.A. Sanap, Former Judge of this Court, is appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Services Agreement referred to above. The contact details of the Arbitrator are as under :

Office Address :- Flat No.2002, Surabhi CHSL, Oshivara Society, K/West Ward, Jogeshwari(W), Mumbai-400 004.

Email ID :- govindsanap21@gmail.com

Contact No :- - 9867781158

(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 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 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.

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

8) With the above directions, the Arbitration Application is disposed of.

[SANDEEP V. MARNE, J.]

NEETA
SHAILESH
SAWANT

Digitally signed by
NEETA SHAILESH
SAWANT
Date: 2026.01.16
16:57:49 +0530