



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO.46 OF 2026

WITH

COMMERCIAL ARBITRATION PETITION (L) NO. 43026 OF 2025

Vinay Pyarelal Tiwari and Another

...Applicants/Petitioners

V/s.

AA Enterprises and Ors.

...Respondents

Mr. Rashid Khan with *Ms. Samedha Reddy i/b Mr. Rakesh Kumar Singh*
for Applicants/Petitioners.

CORAM: SANDEEP V. MARNE, J.

DATED: 01 APRIL 2026.

P.C.:

1) These are proceedings filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) seeking interim measures and for appointment of an arbitrator for adjudication of disputes and differences between the parties arising out of Agreement for Sale dated 10 March 2011.

2) I have heard Mr. Khan, the learned counsel appearing for the Applicants/Petitioners.

3) By order dated 4 March 2026 this Court had issued Court notices in both the proceedings to the Respondents by granting hamdast. Mr. Khan has tendered affidavit of service of hamdast, which indicates that the

notice are duly reserved on Respondents Nos. 1 and 2 by hand delivery. The covering letter dated 24 March 2026 bears acknowledgments of Respondent Nos. 1 and 2. So far as Respondent No. 3 is concerned, the notice is returned with the remark of 'door locked'. Notice of Respondent No. 4 was attempted to be served by hand delivery but Respondent No. 4 is not located at the spot. Even though the service of notice through post has failed, Respondent Nos. 3 and 4 are partners of Respondent No. 1 alongwith Respondent No. 2. In that view of the matter, it is not necessary to keep the present proceedings pending any further. Instead, Arbitral Tribunal can be constituted in view of presence of arbitration clause No. 58 in the Sale Agreement dated 10 March 2011. Instead of this court considering grant of interim measures, the Petitioner can be relegated to remedy under Section 17 of the Arbitration Act.

4) I accordingly proceed to pass the following order:-

(A) Mr. Saakshat Relekar, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Agreement for Sale dated 10 March 2011. The contact details of the Arbitrator are as under:-

Office Address :	Room No.25, 2 nd Floor, Bombay Mutual Chambers, Near Harley Cafe, 21, Ambalal Doshi Marg, Near BSE, Fort, Mumbai-1
Email id :	adv.saakshatrelekar@gmail.com
Mobile No. :	9987037987

(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.

6) The Petition filed under Section 9 of the Arbitration Act is converted into Application under Section 17 to be decided by the Arbitral Tribunal on its own merits and rules.

7) All rights and contentions of the parties are expressly kept open .

8) With the above directions, the Petition and the Application are **disposed of**.

[SANDEEP V. MARNE, J.]