



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO.429 OF 2025**

Glitz Enterprises Pvt. Ltd.

...Applicant

V/s.

Topworth Properties Pvt. Ltd.

...Respondent

Mr. Kunal Dwarkadas with *Ms. Binjal Somani and Ms. Sanaya Contractor i/b. M/s. RJD & Partners for the Applicant.*

CORAM: SANDEEP V. MARNE, J.

DATED: 2 FEBRUARY 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 between the parties arising out of Joint Development Agreement dated 27 February 2015.

2) I have heard Mr. Dwarkadas, the learned counsel appearing for the Applicant. None has appeared on behalf of the Respondent despite being served privately on 8 January 2026. This Court therefore, issued notice to the Respondent. Office report indicates that the court notice has been duly served on the Respondent.

3) My attention is invited to clause 26(b) of the Development Agreement, which reads thus:-

26. DISPUTE RESOLUTION:

b. Subject to Clause 25(a), any dispute(s) or difference(s) or claims arising by and between the Parties in relation to this Joint Development Agreement or any clause thereof including but not limited to breach/alleged breach or non-performance or termination for any reason whatsoever including frustration/alleged frustration, shall be referred to a sole arbitrator, mutually appointed by the Parties, who shall be an individual sufficiently experienced in corporate disputes. The arbitration shall be conducted in Mumbai, in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory re-enactment or modification thereof for the time being in force. The decision of the Sole Arbitrator shall be final and binding on the Parties thereto.

4) Thus, there appears to be express agreement between the parties to arbitrate. The Applicant has invoked arbitration clause by notice dated 21 July 2025. The Respondent has failed to respond. In view of the express agreement between the parties, it would be just and proper to constitute Arbitral Tribunal of a sole Arbitrator.

5) Accordingly, I proceed to pass the following order:-

(A) Mr. Justice S.C. Gupte, former Judge of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Joint Development Agreement dated 27 February 2015. The contact details of the Arbitrator are as under :

Office Address :- Plot No.376 A, Gupte House, 9th Road,
Near Ahobil Mutt, Chembur Mumbai-400
071

Mobile No. :- 9821010104

Email ID :- :- guptesc@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date of uploading of this order. The Petitioner 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) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

6) All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

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

[SANDEEP V. MARNE, J.]