

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 466 OF 2025

Zen Vastu LLP

.....APPLICANT

: VERSUS :

Shrinath Krupa Co-operative
Housing Society

....RESPONDENT

Mr. Vivek Walawalkar I.b. Mr. Sameer R. Bhalekar, for the Applicant.

Mr. Abhishek Walwaikar, for the Respondent.

CORAM : SANDEEP V. MARNE, J.

DATED : 5 FEBRUARY, 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 arising out of tender document issued by the Respondent-Society.

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

3) Mr. Walwaikar has raised essentially two objections. Firstly, he submits that the arbitration clause was only in the tender document and that

there is no concluded contract between the parties containing any arbitration agreement. However, it appears that the Applicant has been issued Letter of Allotment dated 7 May 2019 in pursuance of the said tender.

4) The second objection of Mr. Walwaikar is that the bid was submitted by an altogether different entity named 'Shree Vaastu Promoters and Developers', whereas the present petition is filed by 'Zen Vastu LLP'. However, Mr. Walawalkar submits that 'Shree Vastu Promoters and Developers', which is a proprietary concern, is the sister concern of the Applicant-LLP. He further submits that the Letter of Allotment is ultimately issued in the name of the Petitioner. Prima facie therefore, there appears to be existence of arbitration agreement between the parties. If there is any dispute about existence of arbitration agreement, Respondent would be free to adopt appropriate remedy before the Arbitral Tribunal. As of now, this Court is proceeding ahead with constitution of the Arbitral Tribunal. I accordingly proceed to pass the following order :

(A) Ms. Gulnaar Mistry, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties. The contact details of the Arbitrator are as under :

Office Address :- 101, 1st floor, Infinity (formerly known as Ramnimi Fort) Cawasji Patel Street, Mumbai-400 001.

Email ID :- gm@mistrychambers.com

Mobile No.:- 98207 76272

(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 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.

5) All rights and contentions of the parties, including about existence of arbitration agreement are expressly kept open to be raised before the Arbitral Tribunal.

6) With the above directions, the Commercial Arbitration Application is **disposed of**.

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[SANDEEP V. MARNE, J.]