

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 474 OF 2025**

Meena Builders]
(a Unit of V.N. Raikar-H.U.F.)]
through its Karta]
Mr. Vikas Narayan Raikar]
having address at A-101, Pearl]
Belleza, D.K. Sandu Marg,]
19th Road, Chembur,]
Mumbai - 400 071] ... Applicant.

V/s

1. Dr. Ranganathan V. Iyer,]
Having address at 801, 8th Floor,]
Parvati Sadan, 49/A15th Road,]
Chembur, Mumbai - 400 071 and also at]
200, Titchfield Road, Titchfield,]
Fareham, Hampshire P014, 3EY, U.K.]
2. Ms. Lalita Krishnan,]
Residing at 37A, Bayview Street,]
Tennyson Point, NSW -2111, Australia]
3. Ms. Padma Iyer,]
56, Devon Street, North Epping]
NSW 2121 Australia]Respondents.

Mr. Keshav Borhade, Advocate for the Applicant.
Mr. Vishwanath Mannadiar i/b Mannadiar & Co.. Advocates for the Respondents.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 5TH MAY 2026

P.C. :

1. The present Application filed under section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of a sole arbitrator in relation to the disputes that have arisen out of Development Agreement dated 13th

May 2016 read with Supplementary Agreements dated 3rd November 2017 and 31st July 2019 (“Agreements”). Mr. Keshav Borhade and Mr. Vishwanath Mannadiar, the learned Counsels appearing for respective parties admit to the Agreements and the arbitration agreement contained therein at Clause no.32 of the Development Agreement. The Applicant has invoked arbitration by its notice dated 14th October 2024. Although Mr. Mannadiar disputes service of the said notice, he admits to the arbitration agreement and makes a further submission that the Respondents have several counter-claims against the Applicant and are ready and willing to go for arbitration.

2. Being satisfied that an arbitration agreement is in existence covers the above Agreements, by consent, I refer all disputes and differences between the parties in relation to and in connection with the above Agreements to arbitration by a sole arbitrator. In these circumstances, the Commercial Arbitration Application No.474 of 2025 is disposed of in the following terms :-

[A] Mr. Yogesh Israni, a learned Advocate of this Court is appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above. The contact details of the learned

Arbitrator are “Office Address: 201, 2nd Floor,
Meher House Cawasji Patel Street, Fort, Mumbai
400001 (Mobile No.9820362349, E-mail ID:
yisrani@hotmail.com.).

- [B] A copy of this order will be communicated to the learned Arbitrator by the Advocate for the Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order;
- [C] The learned Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocate for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Arbitration Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondents;
- [D] The learned Arbitrator shall endeavour to hold a

meeting for directions including through video-conferencing within 2 weeks of this order.

- [E] The fees of the learned Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- [F] All issues, claims and counterclaims are kept open to be agitated before the Tribunal.
- [G] The arbitration shall be held at Mumbai and may be held through hybrid mode as per the directions of the learned Arbitrator.

[GAUTAM A. ANKHAD, J.]

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