



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.560 OF 2025

Aditi Constructions

...Applicant

V/s.

Ranbir Real Estate and Developers
LLP

...Respondent

WITH
ARBITRATION APPLICATION (L) NO.35362 OF 2025

Ranbir Real Estate and Developers LLP

...Applicant

V/s.

Aditi Constructions

...Respondent

Mr. Mutahhar Khan with *Mr. Vishal Mehta, Mr. Ranjyot Paresar & Ms. Manashvi Shah i/b. M/s. MV Law Partners for the Applicant in CARAP/560/2025.*

Mr. Shrey Fatterphekar with *Ms. Janhavi Shetty i/b. M/s. Solicis JVPD for the Applicant in ARBAPL/35362/2025 and for Respondents in CARAP/560/2025.*

Mr. S. Nagvadaria for Respondent Nos.2 to 20 in ARBAPL/35362/2025

CORAM: SANDEEP V. MARNE, J.

DATED: 06 JANUARY 2026.

P.C.:

1) Mr. Fatterphekar, the learned counsel appearing for the Applicant in Arbitration Application (L) No.35362 of 2025 seeks leave of the Court to delete Respondent Nos.2 to 20. Leave is granted.

Respondent Nos.2 to 20 stands deleted from array of the parties. Amendment to be carried out forthwith. Reverification is dispensed with.

2) These are cross arbitration Applications filed by Aditi Constructions and Ranbir Real Estate and Developers LLP on account of disputes and differences arisen between them due to Development Management Agreement dated 4 August 2021. Admittedly, there is arbitration agreement between the parties. Both the parties have agreed to resolve the disputes and differences by way of arbitration. The learned counsel appearing for both the parties have jointly suggested the name of Justice Akil Qureshi (former Chief Justice of Rajasthan High Court) for being appointed as the sole Arbitrator.

3) Mr. Fatterphekar submits that leave be granted to apply before the Arbitrator for impleadment of Respondent Nos.2 to 20. The prayer is opposed by Mr. Nagvadari, the learned counsel appearing for Respondent Nos.2 to 20, who submits that there is no arbitration agreement between M/s. Ranbir Real Estate and Developers LLP and Respondent Nos.2 to 20.

4) In the event M/s. Ranbir Real Estate and Developers LLP files an application before the Arbitral Tribunal for impleadment of third party investors, such application shall be decided by the Tribunal on its own merits. Accordingly, M/s. Ranbir Real Estate and Developers LLP would be at liberty to file application before the Arbitral Tribunal for impleadment of Respondent Nos.2 to 20.

5) Accordingly, with consent of the parties following order is passed:

(A) Justice Akil Qureshi, former Chief Justice of Rajasthan High Court is hereby appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Development Management Agreement dated 4 August 2021 referred to above. The contact details of the Arbitrator are as under :

Office Address :- 617, Raheja Chambers, 6th floor, Free Press Journal Marg, 213 Nariman Nariman Point, Mumbai-400021.

Contact No. :- 9408481511

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Applicants within a period of one week from the date of uploading of this order. The Applicants 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. At such meeting, the

parties shall provide a valid and functional email address alongwith mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communication to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(E) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instanced, 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 constituted as above.

7) With the above directions, the Applications are allowed and **disposed of**.

[SANDEEP V. MARNE, J.]