

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

COMMERCIAL ARBITRATION APPLICATION NO.562 OF 2025

Apparel Gateway Café India Pvt. Ltd.

....Applicant

V/S

Survee Shidal

....Respondent

Mr. Aurup Dasgupta with Mr. Drishika Hemnani and Ms. Prapti Bhadra
i/b Jhangiani Narula & Associates *for the Applicant.*

CORAM : SANDEEP V. MARNE, J.

DATE : 10 APRIL 2026.

P.C.:

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for appointment of an Arbitrator for adjudication of disputes and differences between the parties that have arisen out of Agreement dated 20 September 2024.

2. I have heard Mr. Dasgupta, the learned counsel appearing for the Applicant. By order dated 18 March 2026 this Court issued notices and granted Hamdust. The Applicant has collected the Hamdust and attempted to serve the Respondent on all the three available addresses. Affidavit of service indicates that the Respondent could not be served on the first address as the premises were found to be locked. On the second address it appears that the Respondent was located and was attempted to be served. It appears that the employee of the Respondent has

collected the notice but has refused to acknowledge the receipt.

Paragraph 4 of the Affidavit of service reads thus:

“4) "I say that thereafter as instructed by my employer, the Applicant abovenamed, I on 6th April, 2026 itself, personally proceeded to hand deliver the letter bearing Reference No. HC-B/Notice/1989/2026 dated 30th March, 2026 along with its annexures issued by the Prothonotary and Senior Master at the other address of the Respondent, namely Shop No. 1, 1st Floor, Yash Paradise CHS, Sector 8A, Airoli, Navi Mumbai -400708, Maharashtra, India. I say that upon reaching the Respondent's abovementioned address at Airoli, Navi Mumbai, I personally handed over the said letter bearing Reference No. HC-B/Notice/1989/2026 dated 30th March, 2026 to the representative of the Respondent, who identified herself as Ms. Saniya. I, upon handing over the said letter to Ms. Saniya, I requested her to acknowledge the receipt of the letter by signing the office copy thereof, the said Ms. Saniya refused to endorse her signature thereon stating she was not authorized to do so. I, accordingly, wrote her name on the office copy of the letter and her Mobile number, which she provided to me after handing over the notice along with its annexures. Hereto annexed and marked as Exhibit "B" is a copy of the office copy of the letter bearing Reference No. HC-B/Notice/1989/2026 dated 30th March, 2026, addressed to the Respondent, with the acknowledgement receipt thereon."

3. It appears that the third address of the Respondent has not been located. In view of the above position, Respondent is duly served.

4. Perusal of the Agreement dated 20 September 2024 indicates presence of arbitration clause at article xv. The seat of the arbitration is at Mumbai. I am therefore *prima facie* satisfied about existence of arbitration agreement between the parties. It would therefore be just and proper to constitute Arbitral Tribunal comprising of a sole Arbitrator for adjudication of disputes and differences between the parties.

5. I accordingly proceed to pass the following order:

A) Ms. Ankita Singhania, an Advocate of this Court is hereby appointed as sole Arbitrator to adjudicate upon the disputes and

differences between the parties arising out of the Agreement referred to above. The contact details of the learned sole Arbitrator are as under:

Office Address: 19th Floor, 1 Infinity, Cawasji Patel Street,
Fort, Mumbai.

Mobile No: 98202 70585

Email ID: ankitasinghania@gmail.com

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 Arbitration Act to the parties within a period of two 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 learned 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 learned sole 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. All issues/questions of the parties on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

7. With the above directions, Commercial Arbitration Application is **allowed and disposed of**. There shall be no order as to costs.

(SANDEEP V. MARNE, J.)

Note: This order is corrected vide order dated 20 April 2026.