

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 671 OF 2025

Mundara Developers

..... APPLICANT

: VERSUS :

Bahubali Developers & Ors.

.....RESPONDENTS

Ms. Ankita Singhania with Mr. Burzin Somandy, Ms. Yukti Mittal and Ms. Shruti Rana i/b Ms. Tejaswita P. Nalawade (Somandy) for the Applicant.

Mr. Aseem Naphade with Mr. Chirag Sarawagi, Mr. Yash Sinha and Mr. Dhavall Gandhi i/b Mr. Tushar Goradia for the Respondent.

CORAM : SANDEEP V. MARNE, J.

DATED : 27 JANUARY 2026.

ORDER :

1) This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for appointment of arbitrator for adjudication of disputes and differences arising between the parties out of Development Agreement dated 22 April 2003, Joint Development Agreement dated 7 November 2005 and Consent Terms dated 21 March 2009 in respect of the claims arising after 1 January 2024.

2) There is no dispute about existence of arbitration agreement in Joint Development Agreement dated 7 November 2005. As a matter of fact, the parties are already in arbitration before a sole arbitrator appointed by this Court vide order dated 14 January 2021 in Arbitration Application (L.) No. 5282 of 2020. However, the Respondents have

opposed making of another reference for adjudication of claims arising after 31 December 2023 contending that a separate reference cannot be made in the light of pendency of disputes between the parties in the existing arbitration. To paraphrase, Respondents object to multiple arbitrations in respect of the disputes arising out of the same contract. This objection raised on behalf of the respondents has necessitated some discussion while deciding the present Application.

3) On 22 April 2003, Development Agreement was executed between the land owners and Respondent No. 1. Applicant was roped in the project as joint developer vide Joint Development Agreement dated 7 November 2005 and Power of Attorney executed in favour of its partners on 18 September 2006. Since disputes arose between Respondents and owners, Suit No. 2974 of 2007 was filed before this Court against Respondents, its partners and the Applicant. By notice dated 12 February 2009, Respondents terminated the Joint Development Agreement and Power of Attorney. According to the Applicant, its intervention resulted in amicable resolution of the disputes and Respondents withdrew the termination notice. On 21 March 2009, Applicant and the land owners entered into Consent Terms in the pending suit, under which certain modifications under the Development Agreement and Joint Development Agreement were agreed by the parties. A Memorandum of Understanding dated 16 February 2009 was executed.

4) However, disputes arose between the Applicant and Respondents, which led to filing of petition under Section 9 of the Arbitration Act by the Applicant for seeking interim measures. Applicant also filed application under Section 11 of the Arbitration Act for appointment of arbitrator. By common order dated 14 January 2021, this Court constituted Arbitral Tribunal of Mr. Shailesh Shah, Senior Advocate for deciding the disputes and differences between the parties in the Joint Development Agreement dated 7 November 2005.

5) The Applicant filed Statement of Claim before the Arbitral Tribunal, which was resisted by the Respondents, who also filed counterclaim. When the arbitral proceedings were at an advanced stage of final arguments, applicant moved application dated 22 April 2024 for amendment of Statement of Claim for adding further claims. The Arbitral Tribunal has passed order dated 5 August 2024 partly allowing the application for amendment allowing the applicant to incorporate only the claims upto 31 December 2023 and directed that claims for expenses incurred by the applicant after 31 December 2023 would be pursued by the applicant through separate legal proceedings and that the same would not be included in the pending arbitration proceedings.

6) After passing of order dated 5 August 2024, the Applicant invoked arbitration clause by notice dated 9 July 2025 in respect of incurring of further development related expenses of Rs.1,66,38,766/-. The Applicant suggested the name of the same learned arbitrator to arbitrate in respect of additional claims. Since respondents failed to respond to the invocation notice, the Applicant has filed the present application under Section 11 of the Arbitration Act.

7) Ms. Singhania, the learned counsel appearing for the Applicant has submitted that the Applicant is entitled to seek a separate reference in respect of additional claims arising after 31 December 2023 as directed by the Arbitral Tribunal in the order dated 5 August 2024. She would submit that there is no prohibition for making multiple references to arbitration in respect of the same contract between the parties. That Section 7 of the Arbitration Act uses the expression 'may arise' and that therefore the disputes arising out of continuing contract can be subject matter of multiple references. She would submit that if reference to arbitration is not made, Applicant would be remediless in

respect of the claim for expenses after 31 December 2023. That while allowing the amendment, the Arbitral Tribunal has framed additional issues for conducting inquiry into applicant's claim of additional expense in Exhibit-SSS of the amended Statement of Claim. However, the said inquiry is restricted only for expenses incurred upto 31 December 2023. She would accordingly pray for reference of the dispute by constitution of Arbitral Tribunal.

8) The application is opposed by Mr. Naphade, the learned counsel appearing for the Respondents. He would submit that there cannot be a separate reference in respect of the same disputes between the parties. That there is a distinction between 'dispute' and 'claim'. That the claim for additional expenses arises out of same dispute and that the same is a mere additional claim and not a distinct dispute. That even if multiple references may be permissible in respect of distinct disputes, parties cannot seek separate reference in respect of each claim. Relying on Section 7 of the Arbitration Act, Mr. Naphade submits that all disputes arising out of arbitration agreement are required to be referred to arbitration. He relies upon order of the Apex Court in M/s. Tania Constructions Ltd. Vs. Union of India¹ in support of the contention that there cannot be two arbitration proceedings in respect of the same contracts/transactions. He also places on record judgment of Calcutta High Court in Tania Construction Ltd. Vs. Union of India² from which SLP is decided by the Apex Court.

9) Mr. Naphade would further submit that if the Arbitral Tribunal has committed an error in not permitting the Applicant to include claims after 31 December 2023, it is for the Applicant to take necessary remedies in respect of the alleged error and seeking a separate reference is not the remedy. That the applicant needs to wait till delivery

1 SLP(C) NO.10722/2022 decided on 15 July 2022

2 2021 SCC OnLine Cal 2465

of final award and challenge the order dated 5 August 2024 while challenging the award under Section 34 of the Arbitration Act. He would further submit that the observations of the Arbitral Tribunal about separate legal proceedings in respect of the claim for expenses incurred after 31 December 2023 is on statement made by the Applicant. That it is not a direction of the Arbitral Tribunal. That if the Applicant has restricted its claim only till 31 December 2023 in pending arbitral proceedings, the Applicant must bear the consequences of its action and mere absence of remedy of separate legal proceedings cannot be a ground for seeking another reference in respect of the dispute for which arbitration is already pending. He Invites my attention to issue nos. 6 and 7 in support of his contention that Arbitral Tribunal would decide entitlement of the Applicant in respect of reimbursement of costs, interests, additional amounts and losses in the pending arbitral proceedings. That therefore separate inquiry into the said issue cannot be conducted in an independent reference. He would pray for dismissal of the application.

10) Rival contentions of the parties now fall for my consideration.

11) The short issue that arises for consideration in the present application is whether a separate reference is maintainable in respect of continuous cause of action arising out of same contract when arbitration proceedings in respect of some claims is already pending. In a case where performance of contractual obligations gives rise to continuous claims, is it permissible to seek multiple references for decision of disputes/claims relating to different periods?

12) In the present case, the Arbitral Tribunal is already constituted in respect of the disputes and differences arising between the parties out of Joint Development Agreement, Development Agreement, and Consent Terms. The Applicant has already raised a claim for

reimbursement of expenses incurred by it towards performance of contractual obligations under the Joint Development Agreement. The contract between the parties is essentially for construction of the building and which task was initially handed over to the Respondents by the land owners vide Development Agreement dated 22 April 2003. Possibly on account of incapacity of Respondents to complete development on the land, the Applicant was roped in the project by execution of Joint Development Agreement dated 7 November 2005. Under the Joint Development Agreement, the Applicant has taken various contractual obligations on itself out of the Development Agreement in consideration of right to sell constructed units in the building. Since the agreement between the parties relates to development of land by construction of a building, it possibly gave rise to performance of continuous obligations.

13) In respect of disputes upto invocation of previous round of arbitration, reference is pending. The scope of pending arbitral proceedings before the learned sole arbitrator can be gathered from the issues framed by the Ld. Arbitrator, which are as under:

ISSUES

Issue No.1: Whether the Claim of the Claimant is maintainable?

Issue No.2: Whether the Claim of the Claimant is barred by the law of limitation?

Issue No.3: Whether the Joint Development Agreement dated 7th November 2005 stands terminated and cancelled vide the Termination Notice 8th October 2013?

Issue No.4: Whether the Respondents failed to comply with the duties and obligations cast upon them as per the Consent Terms, the Development Agreement and the Joint Development Agreement?

Issue No.5: Whether the Claimant has discharged the obligations cast upon the Respondents as per the Consent Terms, the Development Agreement and the Joint Development Agreement at the cost of the Claimant?

Issue No.6: What amount has been incurred by the Claimant in discharging the obligations cast upon the Respondents as per the Consent Terms, Development Agreement and the Joint Development Agreement?

Issue No.7: Whether the Claimant is entitled to be reimbursed in respect of all the costs, interest, additional amounts incurred and losses occurred due to the failure on the part of the Respondents?

Issue No.8: Whether the Claimant is entitled to be reimbursed on account of the illegalities perpetrated by the respondents and the obstacles caused by the Respondents in the redevelopment project?

Issue No.9: Whether the Claimant is entitled to be reimbursed for the increased costs due to delay caused by the respondents, reduction in value due to acts of the Respondents and also losses suffered by the Claimant?

Issue No.10: Whether the Claimant is entitled to a declaration that the area of 1,36,749.62 sq.ft. is the share of the Claimant

Issue No.11: Whether the allotment/sale deeds entered into by the Respondents are null and void?

Issue No.12: Whether the Claimant is entitled to a sum of Rs.25 crores on account of misrepresentations with regards to the constitution of Respondent No.1 and consequential prejudice caused to the Claimant

Issue No.13: Whether the Claimant is entitled to a sum of Rs.30 crores attributable on account of Respondents withholding contents of the order dated 24th July 2018 and order dated 19th September 2018 passed by the Hon'ble Bombay High Court and violating the mandate of the said order? (Amendment page 628 of the Statement of Claim)

Issue No. 14: Whether the claim of the Claimant introduced by way of amendment is barred by the law of limitation?

Issue 15: Whether the claimant proves that they have incurred additional expenses as alleged in Exhibit 'SSS' of the amended Statement of Claim?

Issue 16: Whether the Claimant is entitled to be reimbursed for the continuing expenses prayed for and embodied under Exhibit 'SSS' of the amended Statement of Claim on account of the Respondents' failure to comply with their obligations vide Consent Terms, Joint Development Agreement and Development Agreement?

Counter Claim

Issue 1: Whether the Respondents have incurred any expenses while discharging their obligations?

Issue 2: Whether the Respondents are entitled to 64,611.40 sq. ft. carpet area?

Issue 3: Whether the Respondents are entitled to recover any amount from the Claimant?

14) It appears that after filing of Statement of Claim by the Applicant before the learned arbitrator, Applicant apparently incurred several expenses during pendency of arbitral proceedings, while performance of continuous contractual obligations arising out of the Joint Development Agreement. Accordingly, Applicant filed application for amendment of Statement of Claim on 22 April 2024 for adding claims relating to expenses incurred after filing of Statement of Claim. The claim for expenses upto 31 December 2023 were sought to be added by the Applicant. Respondents objected to the proposed amendments *inter alia* on the ground that if Applicant is permitted to include claim for expenses upto 31 December 2023 by allowing amendment, it would go on filing multiple applications for amendment resulting in non-decision of the reference indefinitely. It appears that on account of this objection raised by the respondent, applicant submitted letter dated 14 June 2024 before the Arbitral Tribunal assuring that claims for expenses after 31 December 2023 shall be pursued through separate legal proceedings and would not be included in the pending reference. The assurance was given to quell the apprehension expressed by the Respondents. The Arbitral Tribunal has allowed the application for amendment by recording following reasons :

7) Both the Ld. Counsels have cited large number of Authorities on the point as to when the amendment should allowed and when not. The law on this is far too well settled for the Tribunal to set out the said Judgments and its effect on this case. Undoubtedly all the amendments for deciding the real question in controversy between the parties are required to be allowed. This however does not mean that a party can at its own sweet will decide to apply for amendment whenever it wants to and the Tribunal has to allow it, just because it is necessary to decide real questions in controversy.

Apart from the necessity for amendment, another crucial question which needs to be decided is as to what prevented the Claimant from making such an Application earlier in point of time and whether it can be allowed without causing any prejudice to the Respondent. The only explanation given by Mr. Somandy for the delay in taking out this Application, was to the effect that for calculation of the expenses incurred post filing of the Statement of Claim dated 15.12.2021, Claimant had to have meetings with his Architects, Contractors etc. so as to quantify amounts spent towards fungible FSI, TDR etc. and that this took time. It is pertinent to note that the said explanation was given orally in answer to Tribunal's query and is not to be found in the Application/Rejoinder.

8) It is difficult to ascertain the veracity of the above statement made across the bar. Even if the said statement turns out to be true, it is not possible to comprehend as to why such a quantification could not have been done, at worst, between October 2023 when the Claimant sought to tender 7 volumes of documents and 15.02.2024 i.e. time given to Claimant to file additional documents. This was time sufficient for the Claimant to realize that there were no pleadings in support of the documents which are now sought to be tendered i.e. at para: 5 of Respondent's Admission/Denial. There is nothing new about the casual approach displayed by Claimant in handling this matter. Unfortunately this Application has already delayed the matter and is likely to further delay the matter, since opportunity will have to be given the Respondent, if the Application is allowed, to file its Statement of Defense restricted to this amendment.

9) Respondent's apprehension however that Claimant will continue to make such Application in the present arbitration since it is a continuing project, will not survive in view of the statement recorded in Claimant's letter dated 14.06.2024 to the effect that Claimant will not make any claims in these proceedings arising after 31.12.2023. Respondents' contention that the claims now sought to be added are barred by law of limitation can be kept open, to be decided at the final hearings. So also the additional cost which the Respondents will have to incur as regards filing Statement of Defence and attending further hearings for marking of additional documents now sought to be relied upon, can be taken care of by directing Claimant to pay cost likely to be incurred by the Respondents for this. Considering this, as also the fact that the a large part of claims now sought to be added are in respect of expenses incurred towards making payment to statutory authorities like SRA etc., the present Application is being allowed, subject to the conditions set out in the operative part of the Order:-

ORDER

(a) Claimant's Application dated 22nd April 2024 is allowed subject to the following conditions:-

(i) That any claim for expenses incurred by the Claimant after 31st December 2023 will be pursued by the Claimant through separate legal proceedings and will not be included in the present arbitration proceedings, as recorded in Claimant's letter dated 14th June 2024;

(ii) Claimant shall pay cost quantified at Rs.2,00,000/- to Respondent's Advocate being the cost of the hearing of this Application, cost to be incurred by Respondent for filing additional Statement of Defense and for taking further steps in the matter as have now become necessary in view of the Application being allowed, within 2 weeks of the receipt of this Order;

(iii) Respondent's contention that the claims sought to be added are barred by law of limitation is kept open;

(iv) That for the purpose of limitation, amendment shall not relate back to the date of Statement of Claim, but will relate back to the date of this Application i.e. 22.04.2024;

(b) Claimant shall carry out amendments, within 1 week of the cost of Rs.2,00,000/- being paid to Respondents' Advocate;

(c) Respondents shall be entitled to file its additional Statement of Defense within 2 weeks of Claimant carrying out the amendment.

15) Accordingly, the Applicant invoked arbitration once again by notice dated 9 July 2025 in respect of the expenses incurred after 31 December 2023 of Rs.1,66,38,766/- and sought reference to the same learned arbitrator. As Respondents have failed to respond, the present application is filed.

16) Respondents are opposing to the reference by constitution of Arbitral Tribunal under Section 11 of the Arbitration Act contending that it is impermissible to make multiple references arising out of same dispute from same contract. Reliance is placed on the order passed by the Supreme Court in *M/s. Tantia Constructions Ltd* (Supra) which reads thus:

Having heard the learned counsel for the petitioner, we are of the firm opinion that there cannot be two arbitration proceedings with

respect to the same contract/transaction. It is not in dispute that in the present case, earlier the dispute was referred to arbitration and the Arbitrator passed an award on whatever the claims were made. Thereafter, a fresh arbitration proceeding was sought to be initiated with respect to some further claims, may be after final bill. The same is rightly refused to be referred to arbitration in exercise of Section 11(6) of the Arbitration and Conciliation Act, 1996. We are in complete agreement with the view taken by the High Court.

With this, the Special Leave Petition stands dismissed.

Pending application(s), if any, shall stand disposed of.

17) The order of the learned Single Judge of Calcutta High Court in *Tantia Construction Ltd* (supra) which was subject matter of SLP before the Supreme Court has also been placed on record which indicates that the Arbitral Tribunal was appointed in respect of the disputes and differences arising between the parties during execution of the project. The contract in the meantime was concluded. The Arbitral Tribunal adjudicated the claims and made an award on 11 December 2020. However, it appears that a separate reference was sought by the applicant therein and the Calcutta High Court found that the applicant was raising same issues which had been earlier raised in the earlier arbitration proceedings and were already adjudicated. In the light of this factual position, the Calcutta High Court rejected the application for appointment of arbitrator by holding in para-8 of the judgment as under :

8. A perusal of the claim petition filed by the applicant with reference to the subject matter of dispute in the present application and the award of the Arbitral Tribunal as has already been passed clearly shows that the issues, which are sought to be raised now for appointment of an Arbitral Tribunal, in fact have already been adjudicated upon the claim petition filed by the applicant. As to whether under such circumstances, the Court should direct appointment of an arbitrator has been gone into by Hon'ble the Supreme Court in *Bharat Sanchar Nigam Ltd. v. Nortel Networks India Pvt. Ltd.*, Civil Appeal Nos. 843-844 of 2021 decided on March 10, 2021, wherein it has been opined that at the referral stage, the Court can interfere when it is found that the claim is time barred or there is no subsisting dispute. The case in hand falls in the second category. Once a dispute has already been adjudicated upon, it cannot be said to be a subsisting dispute which requires resolution.

18) The Calcutta High Court thus ruled that there was no subsisting dispute and the dispute was already adjudicated upon. The order of the Calcutta High Court has been confirmed by the Supreme Court by its order dated 15 July 2022. In my view, the judgment of the Calcutta High Court and the order of the Supreme Court dismissing the SLP in *M/s. Tantia Constructions Limited* are clearly distinguishable. In that case, an Award was already made by the Arbitrator. After comparing the claims already adjudicated by the Arbitral Tribunal and the claims in respect of which separate reference was sought, the Calcutta High Court found that same issues were sought to be reagitated by the claimant therein by seeking separate reference. The Calcutta High Court has compared the summary of claims raised in fresh reference and the summary of claims already adjudicated by the Arbitral Tribunal. After such comparison, the High Court concluded that the issues which were sought to be raised in fresh reference were already adjudicated in the previous arbitration proceedings. It is in the light of these peculiar circumstances that the Apex Court held that the second reference to arbitration was not maintainable. It is well settled position that a judgment is an authority for what it decides and not what can be logically deduced therefrom. Any little difference in facts can make the ratio of the judgment wholly inapplicable to a given case. In that view of the matter, the order of the Supreme Court and the judgment of Calcutta High Court in *Tantia Construction Ltd.* (supra) cannot be cited in support of an abstract proposition that in no case, multiple arbitration proceedings can be held in respect of the same contract/transaction.

19) In a given case involving performance of continuous contractual obligations, it is possible that multiple disputes arise between the parties in respect of different periods. This is exactly what has happened in the present case. Applicant is apparently undertaking the activity of development of the building and is incurring expenses on day-to-day basis. The earlier arbitral proceedings cannot be kept pending

indefinitely by permitting applicant to add claims for expenses incurred by it on daily basis during pendency of the reference. This is the reason why the Arbitral Tribunal has restricted the claims for expenses only till 31 December 2023, granting liberty to the Applicant to initiate separate proceedings for adjudication of claims for expenses after 31 December 2023. In my view therefore, separate reference for adjudication of claims for expenses incurred after 31 December 2023 would clearly be maintainable. In the present case so far, there is no award in respect of the pending reference. However, even if there was an award, in my view, making of a separate reference in respect of the claim for expenses incurred after making of award would still have been maintainable. In a case like the present one, Applicant who is allegedly incurring expenses every day during currency of contract is entitled for adjudication of disputes relating to such expenses even if previous arbitral proceedings are concluded. Therefore, it cannot be contended that there is any prohibition in the Arbitration Act for referring of multiple disputes arising out of the same contract to arbitration.

20) I am not impressed by the submission of Mr. Naphade that what is sought to be raised through a separate reference by the Applicant is merely a new 'claim' and not a distinct 'dispute'. Whether the applicant has actually incurred the claimed expense or not is also a matter of dispute between the parties. What the Arbitral Tribunal may decide in the pending arbitral proceedings is entitlement of the Claimant for reimbursement of incurred expenses. It would also conduct factual inquiry into incurring of such expenses upto 31 December 2023. It would thus decide twin aspects of (i) entitlement of the Applicant for reimbursement of expenditure, and (ii) whether the claimed expenditure is actually incurred by it or not. In the arbitral reference now sought by the Applicant, the inquiry would be limited to second aspect viz. whether the Applicant has indeed incurred the claimed expenditure or not. It therefore cannot be contended that there is no dispute between the parties

relating to incurred expenditure by the Applicant after 31 December 2023. Thus, what is sought by the Applicant is a reference in respect of a distinct dispute than the one involved in the pending arbitral proceedings. As observed above, there is no allergy or prohibition in the Arbitration Act for making multiple references in respect of the disputes arising out of the same contract. It all depends on facts of each case. In a contract involving performance of obligations for substantial period of time, it may be possible that multiple disputes may arise at different points of time between the parties. Therefore, it cannot be that all disputes must be adjudicated in one arbitral proceedings. The disputes which are yet to arise cannot be decided in speculation in the pending proceedings. This is a reason why Section 7 of the Arbitration Act uses the phrase '*disputes which have arisen or which may arise*'. Thus, there can be arbitration agreement even in respect of unforeseen disputes which may arise between the parties. It therefore cannot be contended that only one arbitration can be conducted to decide all disputes arising out of the same contract. In a given case where additional disputes arise during pendency or after conduct of earlier arbitration proceedings, the Claimant can seek a separate reference for adjudication thereof. It may be that in a given case, the Arbitral Tribunal would allow amendment of Statement of Claim to encompass claims arising upto delivery of the award. In the present case, the Arbitral Tribunal does not desire to keep the arbitral proceedings pending indefinitely and has accordingly restricted adjudication only to claims for expenses incurred upto 31 December 2023. The applicant cannot be remediless in respect of the expenses incurred by it after 31 December 2023. In that view of the matter, separate reference for adjudication of disputes relating to expenses allegedly incurred by the Applicant after 31 December 2023 would clearly be maintainable.

21) In my view therefore, it is necessary to constitute Arbitral Tribunal for adjudication of disputes and differences between the parties arising out of Development Agreement, Joint Development Agreement and

Consent Terms in respect of the claim of the Applicant for additional expenses incurred after 31 December 2023. Though the Applicant had suggested the name of the same learned arbitrator in the invocation notice, considering the value of the claim, Ms. Singhania has requested for appointment of another arbitrator. In my view therefore, Ms. Aneesa Cheema, an advocate appearing in this Court can be appointed as the sole arbitrator.

22) I accordingly proceed to pass the following order :

(A) Ms. Aneesa Cheema, an Advocate of this Court is appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Development Agreement, Joint Development Agreement and Consent Terms referred to above. The contact details of the Arbitrator are as under:

Office Address :- C/o. Mr. Mayur Khandeparkar, 201/202,
2nd Floor, Hamam House, Fort, Mumbai -
400001

Email ID :- aneesa.cheema@outlook.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 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.

23) All rights and contentions of the parties are expressly kept open to be raised before the Arbitral Tribunal. With the above directions, the arbitration application is allowed and **disposed of**. There shall be no orders to costs.

[SANDEEP V. MARNE, J.]

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