

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 637 OF 2025
WITH
COMMERCIAL ARBITRATION PETITION NO. 1108 OF 2025

Asha Keshavrao Bhosle

.....Applicant

: VERSUS :

Rachana Rajendra Sawant & Ors.

....Respondents

Mr. Rashid Khan with Ms. Ankita Pandey and Mr. Krunal Dhale i/b.
Mr. Rakesh Kumar Singh, for the Applicant.

Mr. Bharat Jadhav i/b. Mr. Sangharsh Jadhav, for Respondent
No.1.

Mr. Vivek Kantawala with Mr. Amey Patil, Mr. Manav Kantawala
i/b. Mr. Vivek M. Sharma, for Respondent Nos.3 to 5.

Ms. Sumangala Yadav, for Respondent No.6.

CORAM : SANDEEP V. MARNE, J.

DATED : 8 JANUARY 2026.

P.C :

1) These proceedings are filed under Section 11 and Section 9 of the Arbitration and Conciliation Act, 1996 relating to disputes and differences between the parties in respect of Deed of Relinquishment/Release dated 15 April 2025 shown to have been executed by the Applicant/Petitioner.

2) There is no dispute to the position that Deed of Relinquishment/Release contains Arbitration Clause-10 as under :

10. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Transfer of Property Act, Rules and Regulations, there-under. All the Disputes between the parties shall be resolved and settled by the sole arbitrator to be appointed by the Releasees only. Such arbitrator shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The Arbitration proceedings shall be conducted in English language and the place of Arbitration shall be Mumbai, Maharashtra.

3) However, Mr. Kantawala, the learned counsel appearing for Respondent Nos.3 to 5 submits that the Deed of Relinquishment/Release dated 15 April 2025 is merely a consequent document executed in pursuance of Memorandum of Family Settlement dated 13 February 2025.

4) Mr.Khan, the learned counsel appearing for the Applicant/Pettitioner, however, disputes this position. However, he fairly concedes the fact that Memorandum of Settlement dated 13 February 2025 does not contain arbitration Clause. On instructions, he makes a statement that resolution of disputes and differences by way of private arbitration shall be restricted only in respect of Deed of Relinquishment/Release dated 15 April 2025.

5) Since there is Arbitration Agreement in the Deed of Relinquishment/Release dated 15 April 2025, parties can be relegated to dispute resolution mechanism through arbitration. However, it is clarified that resolution of disputes between the

parties would only be in respect of subject matter covered by Deed of Relinquishment/Release dated 15 April 2025. The arbitration proceedings shall not cover any disputes relating to Memorandum of Family Settlement dated 13 February 2025.

6) With the above understanding, I proceed to pass the following order :

(A) Mr. Malcom Siganporia, an Advocate of this Court is appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of an Deed of Relinquishment/Release Deeds referred to above. The contact details are as under :

Office Address: - Mr.Malcom Siganporia-6th floor, Aban House, Sai Baba Marg, Kala Ghoda, Mumbai-400 001.

Email ID: - Malcolm.siganporia@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date of upload 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 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 sole Arbitrator shall be entitled to the fees 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.

7) The Petitioner would be at liberty to file application under Section 17 of the Arbitration Act for seeking interim measures before the Arbitral Tribunal, which shall be decided on its own merits. All rights and contentions of the parties are expressly kept open to be raised before the Arbitral Tribunal.

8) With the above directions, both the Arbitration Application and Arbitration Petition are **disposed of**.

[SANDEEP V. MARNE, J.]