

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 17 OF 2026
WITH
COMMERCIAL ARBITRATION PETITION (ST.) NO. 514 OF 2026

Sanjay Vallabhbhai Lakhani

.....PETITIONER

: VERSUS :

Aarti Bharat Rajpara

.....RESPONDENT

Mr. Amrut Joshi with Mr. Yazad Udawadia and Mr. Vibhav Gadre i/b.
Khandelwal Associates, for the Applicant/Petitioner.

Ms. Pooja Khandeparkar with Mr. Yash Chheda, Mr. Rohit Bamne and Mr.
Bhavya R. Shah i/b. Maniar Srivastava Associates, for the
Respondent.

CORAM : SANDEEP V. MARNE, J.

DATED : 21 JANUARY 2026.

P.C :

1) These are proceedings filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for interim measures and for appointment of Arbitrator for adjudication of disputes and differences arising between the parties out of Deed of Partnership dated 10 December 2015.

2) As the hearing of the proceedings progressed and as the Court notices existence of arbitration clause in the Deed of Partnership, Mr. Joshi, the learned counsel appearing for the Petitioner/Applicant, on instructions submits that if Arbitral Tribunal is constituted, the Petitioner

is willing to exercise the remedy under Section 17 of the Arbitration Act before the Arbitrator. Ms.Khandeparkar, the learned counsel appearing for the Respondent does not dispute existence of arbitration clause in the Partnership Deed. She however submits that certain claims are sought to be raised against Respondent No.2. who is not the partner. In my view, this objection can be raised before the Arbitral Tribunal. Accordingly, Ms.Aanchal Singhania, an Advocate practicing in this Court can be appointed as Arbitrator for adjudication of disputes and differences between the parties.

3) Accordingly, I proceed to pass the following order :

(A) Ms. Aanchal Singhania, an Advocate of this Court is appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of an Partnership Deed referred to above. The contact details of the Arbitrator are as under :

Office Address :- c/o. Sanjay Jain, 502, Oval House, British
Hotel Lane, Nagindas Master Road, Fort,
Mumbai-400 023.

Email ID :- aanchal.singhania@hotmail.com

Mobile :- 9881723100

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocate for the Petitioner/Applicant within a period of one week from the date of uploading of this order. The Petitioner/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.

4) All rights and contentions of the parties are expressly kept open to be raised before the Arbitral Tribunal.

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

[SANDEEP V. MARNE, J.]

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