

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMM. ARBITRATION PETITION (L.) NO. 8354 OF 2026
WITH
COMM. ARBITRATION APPLICATION NO. 193 OF 2026

Homely Co-operative Housing
Society Limited

**....PETITIONER/
APPLICANT**

: Versus :

Shubham Constructions

....RESPONDENT

Ms. Mahalaxmi Ganapathy *with Mr. Kanhaiya Jha, for the
Petitioner/Applicant.*

Mr. Hrushi Narvekar *with Mr. Shubham Hundia and Mr. Sandesh Panchal
i/b. Satyaki Law Associates, for the Respondent.*

CORAM : SANDEEP V. MARNE, J.

DATED : 9 APRIL 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 constitution of Arbitral Tribunal.
- 2) Disputes and differences between the parties have arisen out of performance of Development Agreement and Power of Attorney dated 14

October 2010. It is the grouse of the Petitioner-Society that the Respondent-Developer has failed to perform contractual obligations under the Development Agreement, inter-alia, in not procuring the Occupancy Certificate in respect of the building.

3) Mr. Narvekar, the learned counsel appearing for the Respondent-Developer fairly does not dispute existence of arbitration agreement between the parties.

4) It is Society's own case that possession of flats is given to the members in the year 2013 and that the building is without Occupancy Certificate for the last 13 long years. In that view of the matter, as of now, there is no warrant for making any urgent interim measures. Instead, the Petitioner-Society can be relegated to remedy under Section 17 of the Arbitration Act before the Arbitral Tribunal.

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

(A) Mr. Amrut Joshi, an Advocate of this Court is hereby appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Development Agreement and Power of Attorney referred to above. The contact details of the Arbitrator are as under :

Office Address :- Office No.12, Darya Building, 2 floor, above
Aarti Book Store, Hutatma Chowk, Fort,
Mumbai-400 001.

Email ID :- amorjos@gmail.com

Mobile No.:- 90042 00707

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioner/Applicant within a period of one week from the date of upload 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 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 proportion and shall be subject to the final Award that may be passed by the Tribunal

6) Commercial Arbitration Petition (L.) No. 8354/2026 is converted into application under Section 17 of the Arbitration Act to be decided by the Arbitral Tribunal on its own merits.

7) All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

8) With the above directions, the Commercial Arbitration Petition and Commercial Arbitration Application is allowed and disposed of.

[SANDEEP V. MARNE, J.]