

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

COMM. ARBITRATION APPLICATION NO.234 OF 2026

Dr. D.Y. Patil International School

.. Applicant

Versus

Mr. Ashutosh Purani

.. Respondent

Digitally
signed by
UTKARSH
KAKASAHEB
BHALERAO
Date:
2026.05.06
10:41:25
+0530

**Ms. Pranchali Kandre a/w Utkarsh Sanadi i/b APS Law
Associates, Advocates for the Applicant.**

None for the Respondent.

CORAM : FIRDOSH P. POONIWALLA, J.

DATE : MAY 05, 2026

P. C.

1. This Arbitration Application is filed under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 (the “**Act**”) seeking appointment of an Arbitrator to arbitrate upon the disputes arising between the parties under the Service Agreement dated 8th July 2024 entered into between the parties (the “**said Agreement**”).

2. Clause 21 of the said Agreement contains the arbitration clause and reads as under:-

“21. Arbitration

(i) If a dispute arises between the Parties, either Party may serve written notice on the other commencing a formal consultation period of [fifteen (15)] days within which the dispute should be resolved (the “Consultation Period”)

(ii) In case an amicable settlement cannot be reached during the Consultation Period, the dispute shall be finally settled as per the provisions of the Arbitration and Conciliation Act, 1996 each Party appointing one arbitrator. The award shall be in writing, and shall specify the reasons for and the facts on which such decision was reached. The award shall be final and binding on the Parties. The Parties hereby waive their right to any form of appeal insofar as such waiver can validly be made.

(iii) The place of arbitration shall be Pune. The arbitration proceedings shall be in the English language.

(iv) During the period of submission of arbitration and thereafter until the granting of the award, the Parties shall continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with such award. The cost of the Arbitration will be borne by the losing party.

(v) None of the Parties may disclose the existence, contents or results of any arbitration hereunder without the prior written consent of each of the other.”

3. After entering into the said Agreement, certain disputes have arisen between the parties as set out in the Notice invoking arbitration dated 9th January 2026.

4. In these circumstances, the Applicant, by the said Notice dated 9th January 2026, invoked arbitration and called upon the Respondent to agree to the appointment of an arbitrator.

5. Although the Respondent has responded to the said Notice dated 9th January 2026, the Respondent has not agreed to the appointment of an arbitrator. Hence this Application has been filed.

6. The Respondent, though served, has not remained present. The learned Advocate for the Applicant has filed an Affidavit of Service dated 5th May 2026 proving service of the Application on the Respondent.

7. In my view, since the said Agreement contains an arbitration clause, as set out above, since disputes have arisen between the parties as mentioned in the said Notice dated 9th January 2026 invoking arbitration and as the Applicant has invoked arbitration by the said Notice dated 9th January 2026 and has complied with the conditions of the arbitration clause, an Arbitrator will have to be appointed for arbitrating upon the disputes arising between the parties under the said Agreement.

8. In these circumstances, the following order is passed:-

- (a) Mr. Yash Momaya, an Advocate practising in this Court, is appointed as an Arbitrator to arbitrate upon the disputes arising between the parties under the Service Agreement dated 8th July 2024. The contact details of Mr. Yash Momaya are as under:-

Phone No:- 9920136409

Address :- Chamber of Mr. Navroz Seervai,
Senior Advocate, 205, Arcadia, NCPA Marg,
Nariman Point, Mumbai – 400 021.

- (b) Within one week of the uploading of this Order, the Office of the Prothonotary and Senior Master of this Court shall inform the Arbitrator about this appointment.
- (c) Further, within one week of the uploading of this Order, the Advocates for the Applicant shall also inform the Arbitrator about this appointment.
- (d) Within one week of him being intimated about his appointment, the Arbitrator shall make the disclosure as required under the provisions of the Act.

(e) The Arbitrator shall charge fees as per the Rules framed by this Court in this regard.

9. The Arbitration Application is disposed of in the aforesaid terms. However, there shall be no order as to costs.

[FIRDOSH P. POONIWALLA, J.]