

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

COMMERCIAL ARBITRATION APPLICATION NO.244 OF 2026

D.Y. Patil International School .. Applicant

Vs.

Ms. Taha Merchant .. Respondent

Mr. A.P. Steenson a/w Kashmira Dingankar, Utkarsh Sanadi, Pranchali Kandre i/b APS Law Associates for the Applicant.

Ms. Shivani Deshmukh i/by Blue Crest Juris for Respondent.

CORAM : ARUN R. PEDNEKER, J.

DATE : 11th JUNE 2026.

P.C. :

1. Heard.
2. Learned Counsel for the Petitioner submits that disputes have arisen between the parties under the Agreement dated 11th September 2021. Clause 21 of the Agreement provides for resolution of disputes through arbitration. It is submitted that the Petitioner issued a notice dated 9th January 2026 invoking the arbitration clause; however, no reply has been received from the Respondent. Hence, the present application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996.

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, content or results of any arbitration hereunder without the prior written consent of each of the other.

3. Having considered Clause 21 of the Agreement, this Court deems it appropriate to appoint an Arbitrator for adjudication of the disputes between the parties. The parties have agreed that the disputes shall be resolved through arbitration. Accordingly, the following order is passed:

ORDER

(A) **Ms. Bijal Gogri**, learned Advocate of this Court is appointed as the sole Arbitrator to adjudicate the disputes and differences between the parties arising out of and in connection with the agreement referred to above. The contact details of the Arbitrator are as under :-

Address : Kranti CHS, Flat No. 1102,
Tower No.1, Chembur Station Road,
N.G. Acharya Marg,
Chembur, Mumbai – 400 071
Mobile No. : 9920939332
Email id : bijal3767@gmail.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 along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) 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 Advocate for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said

Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) 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. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(F) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

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

5. With the above directions, Arbitration Application stands disposed of accordingly.

(Arun R. Pedneker, J.)