
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
INTERIM APPLICATION (L) NO.3924 OF 2025
IN
COMMERCIAL ARBITRATION PETITION NO.136 OF 2022

Shri. Saroj Sadan CHS Ltd.	...Applicant
Versus	
M/s. Vini Developers & Ors.	...Respondents

Appearance not received.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 2, 2025

PC :

1. On March 24, 2025, Learned Counsel for Respondent No.1 sought time to take instructions to confirm to the Court what the extent of non-compliance is, and what would be done to remedy the same – such non-compliance being with the consent terms agreed between the parties, which had been endorsed by a Learned Single Judge of this Court.

2. Today, when the matter is called out, Learned Counsel for the Respondent No. 1 submits that he has no instruction available on what precisely would be paid by which date. Learned Counsel for the Applicant submits that not a single rupee have been paid in terms of

the consent terms, and that apart, third party rights has been created over the properties that have been constructed. She also submits that there is no water connection in the building and without the water connection, third parties to whom the properties are being transferred, are occupying certain portions of the premises.

3. Be that as it may, no further third party rights shall be created on any facet of the property developed until the next date. The matter is stood over to another date only because Learned Counsel for the Respondent No.1 is desirous of filing an affidavit setting out in explicit terms, the manner in which payments due in terms of the consent terms would be made, and also would bring on record, the precise status of compliance with the consent terms.

4. Such conduct was expected today, but since it has not been done, purely as an indulgence, time is given to Respondent No.1 to put an affidavit on record with all the aforesaid particulars which shall be done no later than April 7, 2025.

5. Meanwhile, since the parties are ready to proceed to arbitration, taking on board the consent of the parties, an arbitrator is hereby appointed in the following terms:-

A] Mr. Vaibhav Charalwar, a Learned Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate

upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above.

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with 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 two 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, to obtain appropriate directions 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 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 and;

E] 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.

6. List on the Supplementary Board on ***April 8, 2025.***
7. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[**SOMASEKHAR SUNDARESAN, J.**]