



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION (L) NO.2800 OF 2026
WITH
COMMERCIAL ARBITRATION APPLICATION (L) NO.9234 OF 2026

TVS Industrial and Logistics Parks Pvt.
Ltd.

...Petitioner

V/s.

S. Thejus Reddy and Ors.

...Respondents

*Mr. Karl Tamboly with Ms. Riya Pichaya i/b. M/s. India Law LLP for the
Petitioner.*

CORAM: SANDEEP V. MARNE, J.

DATED: 4 MAY 2026.

P.C.:

1) Applicant has filed Application under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for appointment of an Arbitrator is not on board. At the request of Mr. Tamboly, the learned counsel appearing for the Applicant, the same is taken on board for analogous hearing alongwith Section 9 Petition.

2) By order dated 23 February 2026 this Court had issued notice to the Respondents and had granted hamdast. Affidavit of service indicates that the notices have been duly delivered on the Respondents. However, none has appeared on behalf of the Respondents.



3) The disputes and differences have arisen between the parties out of Term Sheet dated 1 October 2020 and Mortgage Deed dated 11 March 2022. Perusal of the Mortgage Deed dated 11 March 2022 indicates presence of arbitration agreement between the parties in clause 16. Seat of the arbitration is at Mumbai. Since this Court is satisfied about existence of arbitration agreement between the parties, it would be just and proper to constitute Arbitral Tribunal comprising of a sole Arbitrator.

4) Commercial Arbitration Petition (L) No.2800 of 2026 is filed under Section 9 of the Arbitration Act for seeking interim measures before commencement of the arbitral proceedings. Interim measures granted vide order dated 23 February 2026 can be continued during pendency of the arbitral proceedings. The Petitioner can be relegated to remedy under Section 17 of the Arbitration Act for seeking further interim measures.

5) I accordingly, proceed to pass the following order:-

(A) Ms. Shubhra Swami, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Term Sheet dated 1 October 2020 and Mortgage Deed dated 11 March 2022. The contact details of the Arbitrator are as under:-

Mobile No.:-9820729283

Email ID :- swami.shubhra@gmail.com



(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates 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 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.

6) During the pendency of the arbitral proceedings and till making of the final Award, ad-interim measures granted vide order dated 23 February 2026 shall continue to operate. Additionally, Commercial Arbitration Petition (L) No.2800 of 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 contentions of the parties on merits are expressly kept open to be agitated before the Arbitral Tribunal.

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

[SANDEEP V. MARNE, J.]