



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION (L) NO.39312 OF 2025

WITH

COMMERCIAL ARBITRATION APPLICATION (L) 10054 OF 2026

Aditya Enterprises and Anr.

...Petitioners/ Applicants

V/s.

Khernagar Mayur Co-op. Hsg. Society
Ltd. and Anr.

...Respondents

Mr. Ashish Kamat, *Senior Advocate with Mr. Pritesh Burad, Mr. Pranav Nair, Mr. Shreyas Moharir and Mr. Mitesh Visaria i/b. M/s. Pritesh Burad Associates for the Petitioners/Applicants.*

Mr. Naushad Engineer, *Senior Advocate with Mr. Aman Anand, Mr. Rajesh Shah and Mr. Sanjay Mali i/b. Mr. Tushar Goradia for Respondent No.1.*

Mr. Mayur Khandeparkar *with Mr. Shlok Bodas, Mr. Naman Gupta, Mr. Humera Sayed and Mr. Sanket Gala i/b. Mr. Bishwajeet Mukherjee for Respondent No.2.*

CORAM: SANDEEP V. MARNE, J.

DATED: 7 May 2026.

P.C.:

1) Commercial Arbitration Application (L) No.10054 of 2026 is not on board. It is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) seeking appointment of an Arbitrator for



adjudication of disputes and differences between the parties arising out of the Development Agreement dated 5 May 2008. At the request of Mr. Kamat, the learned Senior Advocate appearing for the Applicant/Petitioner, the same is taken on board for analogous hearing alongwith Section 9 Petition.

2) So far as Section 9 Petition (Commercial Arbitration Petition (L) No.39312 of 2025) is concerned, Mr. Kamat submits that if the Arbitral Tribunal is constituted, the Petitioner is willing to exercise remedy under Section 17 of the Arbitration Act.

3) Mr. Khandeparkar, the learned counsel appearing for Respondent No.2-Developer submits that he is not party to the arbitration agreement.

4) Mr. Engineer, the learned Senior Advocate appearing for the Respondent No.1 fairly admits existence of arbitration agreement between the parties. Mr. Kamat and Mr. Engineer, on instructions, have agreed for appointment of a sole Arbitrator.

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

(A) Ms. Alpana Ghone, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Development Agreement dated 5 May 2008. The contact details of the Arbitrator are as under:-



Office Address:- 53, Ajaydeep House, 240 Perin
Nariman Street, Fort, Mumbai- 400
001.

Email id:- alpana@alpanaghone.com

Mobile No.:- 9821087963

(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) Commercial Arbitration Application (L) No.10054 of 2026 is converted into Application under Section 17 of the Arbitration Act to be decided by the Arbitral Tribunal on its own merits. If the Petitioner chooses to implead Respondent No.2 to the arbitral proceedings, it would be open for Respondent No.2 to question its impleadment before the Arbitral Tribunal by raising appropriate objections. It is clarified that merely because Section 9 Petition is converted into Section 17 Application, it shall not be construed that Respondent No.2 has agreed for arbitration. It would be open for the Applicant to request the Arbitral Tribunal for deciding Section 17 Application expeditiously.

7) All rights and contentions of the parties on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

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

[SANDEEP V. MARNE, J.]