



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

COMMERCIAL ARBITRATION PETITION (L) NO.13174 OF 2026

Manoj Sunder Gwalani  
V/S  
Jewel Villas and Developers LLP & Ors.

....Petitioner  
....Respondents

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**Mr. Jai Chhabria** with Mr. Prateek Pai, Mr. Shashwat Rai and Mr. Alpesh H. Sharma i/b Keystone Partners *for the Petitioner.*

**Mr. Udayan Jain** with Mr. Creesh Jain *for Respondent Nos.1 and 2.*

**Mr. Jehaan Mehta** (through video conferencing) with Ms. Vrinda Daga and Ms. Aastha Yadav i/b VR Law *for Respondent No.3.*

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CORAM : SANDEEP V. MARNE, J.  
DATE : 05 MAY 2026.

**P.C.:**

1. This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) seeking interim measures before commencement of the arbitral proceedings. Disputes and differences have arisen between parties out of Deed of Admission of Partners dated 23 March 2013.

2. The real disputes are between Petitioner and Respondent Nos.2 and 3. Respondent No.1 is the concerned LLP. The learned counsel appearing for Petitioner submits that Respondent No.8 supports the

Petitioner. So far as Respondent Nos.4 to 7 are concerned, he submits that they are not the contesting parties to the dispute. Respondent No.4 is served with the court notice but has failed to appear before the Court. It appears that Respondent Nos.5 to 7 have been earlier served with private notices. However, Respondent Nos.4 to 7 have not shown interest in opposing the Petition.

3. As the hearing of the Petition progressed, the learned counsel appearing for Respondent Nos.2 and 3, who are the real contesting parties, on instructions, make a statement that there is arbitration agreement between the parties and that the disputes can be referred to arbitration to be conducted by a sole Arbitrator. In my view therefore, since there is consensus between contesting parties about existence of arbitration agreement, it would be just and proper to constitute a Arbitral Tribunal comprising of a sole Arbitrator and the Petitioner can be relegated to remedy under Section 17 of the Arbitration Act.

4. Accordingly, I proceed to pass the following order:

A) Ms. Neeta Jain, an Advocate practicing in this Court is appointed as a sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Deed of Admission of Partners referred to above. The contact details of the learned sole Arbitrator are as under:

Mobile No.: 93200 03692

Email ID: neetanaik.jain@gmail.com

B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date of uploading of this order. The Petitioner 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 Arbitration 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 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 learned sole Arbitrator shall be entitled to the fees prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the learned sole 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.

5. Present Petition is converted into Application under Section 17 of the Arbitration Act to be decided by the Arbitral Tribunal on its own merits.

6. All rights and contentions of parties are expressly kept open to be agitated before the sole Arbitrator.

7. With the above directions, the Commercial Arbitration Petition is **disposed of**. There shall be no order as to costs.

**(SANDEEP V. MARNE, J.)**