



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION (L) NO. 16508 OF 2026

Sunil Hari Pawar and Anr.

... Petitioners

V/s.

Kapil Baba Waghmare

...Respondent

Mr. Gaurav P. Lele with Mr. Ameya Ranade and Mr. Pratik Rajopadhye,
for the Petitioner.

Mr. Bhavin Gada with Ms. Aanchal Singhania, Mr. Deepak Shukla and
Ms. Shweta Thakur i/b. BNS Legal, for the Respondent.

CORAM: SANDEEP V. MARNE, J.

DATED: 8 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. The disputes and differences have arisen between the parties out of Deed of Partnership dated 30 July 2018.

2) I have heard Mr. Lele, the learned counsel appearing for the Petitioner and Mr. Gada, the learned counsel appearing for the Respondent.



3) It is the case of the Petitioner that the Respondent who is one of the partners of the firm is not only using the brand name of the firm “M/s. Brandwings Promotion” but also mark, domain name, email ID, representation, stamp, proposal format, estimate, quotation, invoice, letterhead, visiting card, profile, communication or trade description identical with or deceptively similar to that of the said Partnership Firm.

4) On the other hand, it is the defence of the Respondent that the partners have mutually agreed to stop the business activities of the firm and all the partners are permitted to use the brand name and do their own respective businesses. Some WhatsApp correspondence is placed on record which *prima facie* indicates that a message has been sent by Petitioner No.1 on 23 April 2026 that the office of the firm would be shut until the next information. While the Respondent relies on certain documents to *prima facie* indicate closure of activities of the partnership firm after January 2026, Petitioner has been largely unsuccessful in demonstrating before this Court at this stage that the business activities of the firm are continued. In my view therefore, no case is made out for grant of any ad interim measures at this stage.

5) Mr. Gada fairly submits that there is arbitration agreement between the parties. On instructions, he makes a statement that Respondent is willing to have the disputes resolved through arbitration. Since arbitrator is being appointed, it would be appropriate for the Petitioner to seek remedy under Section 17 of the Arbitration Act before the Arbitral Tribunal. In view of the above position, I proceed to pass the following order:



(A) Ms. Mahek Bookwala, an Advocate of this Court is hereby appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties.

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Veer Nariman Road, Fort, Mumbai - 400001

Email ID :- mahek_bookwala@hotmail.com

Mobile No.: 9820078034

(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 upload 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 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.

(E) The 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 Arbitrator shall be borne by the parties in equal proportion



and shall be subject to the final Award that may be passed by the Tribunal.

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

7) With the above directions, the Arbitration Petition is allowed and disposed of.

Digitally
signed by
NEETA
SHAILESH
SAWANT
Date:
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+0530

[SANDEEP V. MARNE, J.]