



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**NAGPUR BENCH AT NAGPUR**

**MISC. CIVIL APPLICATION (ARBN) NO.785/2025**  
**Sagar Jayendrakumar Doshi Vs. Usha Deepak Thool**

Office Notes, Office Memoranda  
of Coram, Appearances, Court's  
orders or directions and  
Registrar's orders

Court's or Judge's orders

Ms. Devika Fulewar, h/f Mr. A.C. Khare, Advocate for Applicant

**CORAM: NIVEDITA P. MEHTA, J.**

**DATED : 3<sup>rd</sup> DECEMBER, 2025**

1. The applicant has preferred the present application under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator in terms of Clause 37 of the Development Agreement (Joint Venture) dated 12.12.2016. Clause 37 of the agreement reads as under:

“37. That in case of any dispute being raised by any of the parties pertaining to any issue, the same shall be amicably resolved and settled by way of conciliation and in the event the said conciliation fails a letter to that effect shall construe itself to be a dispute raised and in such circumstances, the matter / dispute shall be referred to the Arbitration as per law to two persons one to be nominated by each. The decision of the Arbitrators shall be final and binding on all the parties. Each party shall equally bear the cost of such Arbitration proceedings. If Arbitration fails, the dispute do arising will be subject to the jurisdiction to the Nagpur Court only.”

2. It is the applicant's case that a notice invoking the aforesaid arbitration clause has already been issued.

3. A plain reading of Clause 37 indicates that upon the arising of any dispute between the parties, the same is required to be first taken up for amicable resolution by way of conciliation. It is only upon failure of such conciliation, evidenced by a communication to that effect, that the dispute stands crystallised for reference to arbitration. When queried regarding adherence to this procedure, the applicant placed on record an affidavit dated 12.11.2025 stating that the affairs of the respondent were being managed by her son and that the applicant, the respondent, and her son had met in the year 2022 with the intention of conciliating the dispute. An email dated 17.02.2023 has been annexed in support of this assertion. However, a bare perusal of the said email does not indicate that any conciliation proceedings, as contemplated under Clause 37, were undertaken by the parties.

4. Nevertheless, keeping the said issue open, issue notice to the respondent, returnable on 16.12.2025.

5. The applicant is permitted to serve the respondent by all available modes, including Court notice.

**(NIVEDITA P. MEHTA, J.)**