

Shabnoor

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION**

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COMM ARBITRATION APPLICATION NO. 500 OF 2026

Shivangi Construction Co.,

Through Its Proprietor

Ajay Singh

... Applicant

V/s.

Union of India, through

the General Manager,

Western Railway, Mumbai Central

... Respondent

Mr. Yash Tiwari, for the Applicant.

Ms. Shehnaz V. Bharucha, for Respondent.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 17, 2026

P.C.:

1. The present Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (“the Act”), seeking the appointment of an Arbitrator for adjudication of the disputes and differences stated to have arisen between the parties under an Agreement dated 3 October 2016. The arbitration agreement between the parties is contained in Clause 64(1)(i), read with Clause 63 of the General Conditions of Contract, and Clauses 52 (Restrictions on Arbitration Clauses) and 53 (Jurisdiction of Courts) of the said Agreement, a copy whereof is placed at pages 93–96 and 84 of the Application. In the interest of brevity, the said arbitration clause is not reproduced herein. It would suffice to

observe that the present Application falls within the jurisdiction of this Court.

2. The record indicates that the Applicant invoked the arbitration agreement by issuing a notice dated 12 November 2025.

3. Upon perusal of the material placed on record, it is evident that the arbitration agreement has been duly invoked by the Applicant.

4. This Court is satisfied that a valid and subsisting arbitration agreement exists between the parties and that the said agreement has been duly invoked. It would, therefore, be appropriate to refer the disputes and differences arising out of or in connection with the aforesaid Agreement dated 3 October 2016 to arbitration before a Sole Arbitrator.

5. In the aforesaid circumstances, the present Application under Section 11 of the Act, is deserved to be disposed of in terms of the following order:

A) Mr. Abhishek Kothari Advocate of this court, is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above;
Office Address:- C/o Sr. Adv. Ashish Kamat, 501, Oval House, British Hotel Lane, Kala Ghoda, Mumbai – 400001.

Email: abhishekkothary@gmail.com

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the

Applicant within a period of one week from today. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with 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 Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Applicant and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent;

D) 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 two weeks from receipt of a copy of this Order;

E) The parties shall appear before the Learned Sole Arbitrator on such date and at such place as may be indicated by the Learned Sole Arbitrator, for obtaining appropriate directions with regard to the conduct of the arbitral proceedings, including fixing the schedule for filing of pleadings, examination of witnesses, if any, and dates of hearing. At such meeting, the parties shall furnish to the Arbitral Tribunal valid and functional email addresses, together with the mobile and landline

telephone numbers of their respective Advocates. Communications sent to the said email addresses shall constitute valid service of correspondence in connection with the arbitral proceedings.

F) All arbitral costs and fees of the arbitration and of the Arbitral Tribunal shall be borne by the parties equally in the first instance. The same shall, however, remain subject to any final Award that may be passed by the Arbitral Tribunal in relation to costs.

6. The Learned Sole Arbitrator shall be at liberty to adjudicate upon the claims and counterclaims, if any, and to determine all questions relating to merits, in accordance with law.

7. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

(AMIT BORKAR, J.)