

SHABNOOR

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

SHABNOOR
AYUB
PATHAN

Digitally signed by
SHABNOOR AYUB
PATHAN

Date: 2026.08.21
18:58:26 +0530

COMM ARBITRATION APPLICATION NO.195 OF 2026

Bhumika Transport

... Applicant

V/s.

Municipal Corporation of Greater
Mumbai

... Respondent

Mr. Ranjeev Carvalho a/w Mr. Rishab Murali,
Mr.Sabeena Mahadik and Pankaj Uttaradhi for
Applicant.

Ms. Pooja Yadav a/w Komal Punjabi, for Respondent
– BMC.

CORAM : AMIT BORKAR, J.

DATED : AUGUST 21, 2026

P.C.:

1. The present Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996, hereinafter referred to as “the Act”, seeking the appointment of an Arbitrator for adjudication of the disputes and differences arising between the parties under the Tender Document read with the General Conditions of Contract for Construction Work, 2016. The arbitration agreement between the parties is contained in Section 9 of the Tender Document read with amended Clause 13(e) of the General Conditions of Contract for Construction Work, 2016. In the interest of brevity, the arbitration agreement

is not reproduced herein. It is sufficient to note that this Court has jurisdiction to entertain and decide the present Application.

2. The record indicates that the Applicant invoked the arbitration agreement by issuing a notice dated 3 October 2025. Despite service of the said notice, the Respondents have neither furnished any reply thereto nor filed any affidavit in reply to the present Application.

3. Upon perusal of the material placed on record, it is evident that the Applicant has duly invoked the arbitration agreement in accordance with its terms.

4. In view of the order dated 3 July 2026 passed by this Court in the present proceedings, the objection regarding the alleged non-compliance with the pre-arbitration mechanism does not survive for consideration. All other objections and contentions are expressly kept open to be raised before the learned Arbitral Tribunal in accordance with law.

5. This Court is satisfied that a valid and subsisting arbitration agreement exists between the parties and that the same has been duly invoked by the Applicant. It would, therefore, be appropriate to refer the disputes and differences arising out of or in connection with the Tender Document and the General Conditions of Contract referred to above to arbitration before a Sole Arbitrator.

6. In the aforesaid circumstances, the present Application filed under Section 11 of the Act is disposed of in terms of the

following order:

A) Ayushi Anandpara Parekh, 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 Rohaan Cama, Office Nos. 17-18, 1st Floor, Islam Building, Veer Nariman Road, Fort, Mumbai – 400 001, Contact No. - 9833144496.

Email - ayushi.anandpara@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 indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

F) All arbitral costs and fees of the Arbitral Tribunal as per Schedule IV shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

7. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.
8. 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.)