

AGK

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

ARBITRATION APPLICATION NO.427 OF 2026
WITH
ARBITRATION PETITION (L) NO.25142 OF 2026

ATUL
GANESH
KULKARNI

Digitally signed by
ATUL GANESH
KULKARNI
Date: 2026.10.01
11:06:06 +0530

The Zoroastrian Radih Society

Applicant/
... Petitioner

Vs.

Behramshah Shroff Building No.3
(Damavand) CHS Limited

... Respondent

WITH
ARBITRATION APPLICATION NO.383 OF 2026
WITH
ARBITRATION PETITION (L) NO.25357 OF 2026

The Zoroastrian Radih Society

Applicant/
... Petitioner

Vs.

Behramshah Shroff Building No.7
(Shah Barham) CHS Limited

... Respondent

WITH
ARBITRATION APPLICATION NO.384 OF 2026
WITH
ARBITRATION PETITION (L) NO.25280 OF 2026

The Zoroastrian Radih Society

Applicant/
... Petitioner

Vs.

Behramshah Shroff Building No.6
(Dadgar) CHS Limited

... Respondent

WITH
ARBITRATION APPLICATION NO.385 OF 2026
WITH
ARBITRATION PETITION (L) NO.25332 OF 2026

The Zoroastrian Radih Society

Applicant/
... Petitioner

Vs.

Behramshah Shroff Building No.9 (A & B)
(Rayomand) CHS Limited

... Respondent

WITH
ARBITRATION APPLICATION NO.386 OF 2026
WITH
ARBITRATION PETITION (L) NO.25405 OF 2026

The Zoroastrian Radih Society

Applicant/
... Petitioner

Vs.

**Behramshah Shroff Building No.4
(Hormuzd) CHS Limited**

... Respondent

WITH
ARBITRATION APPLICATION NO.387 OF 2026
WITH
ARBITRATION PETITION (L) NO.25312 OF 2026

The Zoroastrian Radih Society

Applicant/
... Petitioner

Vs.

**Behramshah Shroff Building No.2
(Meherabad) CHS Limited**

... Respondent

WITH
ARBITRATION APPLICATION NO.390 OF 2026
WITH
ARBITRATION PETITION (L) NO.25360 OF 2026

The Zoroastrian Radih Society

Applicant/
... Petitioner

Vs.

**Behramshah Shroff Building No.8
(Chaechst) CHS Limited**

... Respondent

**WITH
ARBITRATION APPLICATION (L) NO.24556 OF 2026
WITH
ARBITRATION PETITION (L) NO.25216 OF 2026**

The Zoroastrian Radih Society

**Applicant/
... Petitioner**

Vs.

**Behramshah Shroff Building No.5
(Firozgar) CHS Limited**

... Respondent

Mr. Cherag Balsara with Mr. H.N. Vaki, Mr. Farhad Vakil, Mr. Samkit Shah, and Ms. Jenal Karanjawala i/by Mulla & Mulla & Craigie Blunt & Caroe for the Applicant/Petitioner (in all the matters).

Mr. Sarosh Damania with Ms. Riddhi Shah, Mr. Dharmi Patel, and Mr. Madhur Shah for the Respondent (in all the matters).

CORAM : AMIT BORKAR, J.

RESERVED ON : SEPTEMBER 30, 2026.

PRONOUNCED ON : OCTOBER 1, 2026

JUDGMENT:

1. The eight Arbitration Petitions are not listed on the Board. However, with the consent of the parties, all eight Arbitration Petitions are taken up for hearing and final disposal.
2. Since the facts and the questions of law arising in all these Applications are substantially common, all the Applications and Petitions are being decided by this common Judgment and Order. For convenience, the facts in Arbitration Application No. 427 of 2026 are being referred to as the facts of the lead matter.

3. By these Applications, the Applicant seeks appointment of a Sole Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996, to decide the disputes arising out of the individual Agreements for Sale executed between the Applicant Trust and the individual flat purchasers in the Respondent Society. According to the Applicant, the disputes mainly concern the failure of the Respondent to execute the lease deed, non-payment of ground lease rent, non-payment of administrative and maintenance charges, and unauthorised use of open spaces and parking areas which, according to the Applicant, are outside the premises of the Respondent Society. According to the Applicant, the present Applications have been filed on account of the following facts. The Applicant is a charitable trust registered under the Societies Registration Act, 1860 and the Bombay Public Trusts Act, 1950. The Applicant owns the larger property situated at Behram Baug Parsi Colony, Oshiwara, Mumbai. It has constructed several residential buildings and societies for the benefit of members of the Parsi Zoroastrian community. The Respondent is a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act, 1960 and is situated at Behram Baug Parsi Colony, Oshiwara, Mumbai. On 18 May 1999, the Charity Commissioner passed an Order granting sanction to the Applicant to complete the construction and to sell or transfer flats to needy and deserving members of the Zoroastrian community. Pursuant to the said sanction, the Applicant executed individual Agreements for Sale with the flat purchasers. Clause 36 of those Agreements contains an arbitration clause providing for resolution of disputes

arising out of or relating to the Agreements. In the year 2000, the Respondent Society was registered as a Co-operative Housing Society. According to the Applicant, despite repeated requests and correspondence, the Respondent failed and neglected to execute the lease deed in favour of the Applicant. It is further the Applicant's case that the Respondent and its members have not paid the ground lease rent for more than two decades and, as a result, substantial dues have accumulated. Between 23 November 2020 and 5 May 2026, the Applicant and its Advocates addressed several letters and notices to the Respondent demanding payment of ground lease rent, administrative charges and parking charges. The Respondent disputed the demands and did not comply with them. On 4 October 2023, the Advocate for the Applicant issued a notice invoking Clause 36 of the Agreements for Sale and nominated a Sole Arbitrator. By its Advocate's reply dated 26 October 2023, the Respondent denied the applicability of arbitration, principally on the ground that the Respondent Society was not a signatory to the individual Agreements for Sale. The parties could not mutually agree upon the appointment of an Arbitrator despite the exchange of correspondence between them and despite expiry of the statutory period contemplated under the Arbitration and Conciliation Act, 1996. The Applicant has, therefore, filed the present Applications seeking appointment of a Sole Arbitrator.

4. Mr. Balsara, learned Advocate for the Applicant, submits that the Respondent's failure to pay ground lease rent, local charges, betterment charges, charges levied by the Government or

Municipal Corporation, expenses towards common lights, repairs and salaries of clerks, bill collectors, chowkidars and sweepers, and other incidental and necessary charges incurred from time to time, as well as parking charges, has caused loss to the Applicant Trust. According to him, the non-payment of these amounts has affected the charitable objects of the Applicant Trust. In these circumstances, by the letter dated 4 October 2023, the Applicant, through its Advocates, invoked Clause 36 of the Agreements for Sale executed between the Applicant and the individual flat purchasers in the Respondent Society and nominated Advocate Mr. Aksh Doctor as the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996.

5. Mr. Balsara, on instructions, makes a statement that the Applicant will not press and shall withdraw the Interim Application filed before the Consumer Forum. According to him, this would ensure that the subject matter of the consumer proceedings does not overlap with the disputes sought to be referred to arbitration. He submits that, in view of this statement, the judgment of the Supreme Court in *M. Hemalatha Devi v. B. Udayasri*, 2023 INSC 870, would have no application to the present case. In support of his submissions, Mr. Balsara has relied upon the judgment of this Court in *Shri Shivranjan Towers Sahakari Griha Rachana Sanstha Maryadit v. Bhujbal Constructions & Others*, 2025 SCC OnLine Bom 3097, and the judgment of the Karnataka High Court in *Scenic Beauty Homes Private Limited v. Nag Kiran Kempanoon*, 2025 SCC OnLine Kar 24843.

6. Mr. Damania, learned Advocate for the Respondent, submits that, by Interim Application No. 5157 of 2023 dated 19 April 2023 filed in Consumer Complaint No. 1326 of 2016, the Applicant had already sought monetary reliefs against the present Respondent. According to him, the Applicant had sought a direction for deposit of Rs.11,75,190/- towards ground lease rent, together with interest calculated up to 31 March 2023, or, in the alternative, a sum of Rs.52,56,720/- calculated on the basis of its alternative proposal for a one-time payment. The Applicant had sought disclosure relating to vehicles and parking charges at Rs.600/- per month, Rs.3,04,920/- towards administrative and security charges as stated in prayer clause (c), and directions concerning other common outgoings. It is submitted by Mr. Damania that the Applicant's Interim Application before the NCDRC, dated 19 April 2023, was filed before the invocation of arbitration on 4 October 2023. He further points out that the subsequent letter dated 5 May 2026 forms part of the Applicant's Exhibit E at printed pages 138 to 147. He relies upon paragraph 24 of the present Application, wherein the Applicant has claimed a sum of Rs.72,36,564/-.

7. According to the Respondent, Section 3 of the Consumer Protection Act, 1986 preserves an additional remedy available to a consumer and this aspect is material for deciding the present Applications. Reliance is placed on the judgment of the Supreme Court in *M. Hemalatha Devi*, wherein the Supreme Court upheld the rejection of a request under Section 11 made by a builder in circumstances where the consumer had elected to pursue the statutory remedy under the Consumer Protection law. According to

the Respondent, the material consideration is the consumer's choice to pursue the statutory remedy and not merely the question as to which party approached the forum first. The Respondent submits that this principle applies to the consumer dispute which is already pending before the NCDRC.

8. The Respondent does not contend that the mere pendency of a consumer proceeding automatically prevents every arbitration agreement from being acted upon or that every claim arising independently between the parties becomes incapable of arbitration. The Respondent's case is narrower. According to the Respondent, the Applicant has already chosen the statutory forum for adjudication of the housing dispute and the present Applications seek reference of issues which form part of the same controversy. The monetary claims made by the Applicant in the consumer proceedings are relied upon as further evidence of such overlap. It is, therefore, submitted that the Applicant must establish a legally sustainable distinction between a claim which can independently be referred to arbitration and the consumer dispute which is already pending before the NCDRC. Such distinction, according to the Respondent, cannot merely be assumed.

REASONS AND FINDINGS:

9. I have considered the submissions made by the learned Advocates. There are two main objections raised by the Respondent. One objection is regarding the consumer proceedings which are pending. The other objection is that the Respondent

Society was not a signatory to the Agreements for Sale containing the arbitration clause.

10. First, the statement made by Mr. Balsara on behalf of the Applicant is required to be considered. He has stated that the Applicant will not press and will withdraw Interim Application No. 5157 of 2023 filed before the consumer forum. This statement is made on instructions. The purpose of giving such statement is that the same monetary claims should not continue before the consumer forum when the Applicant is seeking to take the disputes to arbitration. There is substance in the submission. As pointed out by the Respondent, the Interim Application dated 19 April 2023 was filed before the notice invoking arbitration dated 4 October 2023. It is not disputed that in the said Interim Application the Applicant had claimed monetary reliefs towards ground lease rent, administrative and security charges, parking charges and other outgoings. Therefore, the earlier consumer proceeding cannot be ignored while considering the present Applications. But merely because the Applicant had approached the NCDRC earlier cannot decide whether the present Section 11 Applications can be entertained. The Supreme Court in *M. Hemalatha Devi*, considered the issue of consumer proceedings and arbitration. In paragraph 22, the Supreme Court made it clear that the question is of election or choice and depends upon the nature of the dispute. The Supreme Court observed:

“The question is of election, or of choice, and not of which party had approached the court first. More importantly it would be the nature of the dispute, which would determine

the forum for its redressal.”

11. The Supreme Court further observed in paragraph 23:

“Now merely because the builder had approached a court first (under Section 11 of the Arbitration Act, 1996) will not oust the jurisdiction of the Consumer Courts. The jurisdiction of a court is not determined by the fastest finger first, but the nature of the dispute, the public policy in the matter, the will of the legislature, the election or choice of the consumer amongst various factors.”

12. From these observations, the position is clear. The fact that one party approached one forum first is not enough to decide the matter. The nature of the dispute has to be seen. The choice which is available to the concerned party in law has to be considered. In the present case, there is one more important circumstance. The Applicant has now stated before this Court that it will not press the Interim Application filed before the NCDRC and will withdraw the same. This statement is made in the present proceedings. The purpose is to avoid the same monetary claims being considered at the same time before the consumer forum and before the Arbitral Tribunal. I therefore accept the undertaking given by Mr. Balsara on behalf of the Applicant. The Applicant shall not press Interim Application No. 5157 of 2023 and shall withdraw the same from the proceedings before the NCDRC. This undertaking shall remain binding upon the Applicant. After giving such undertaking before this Court, the Applicant cannot again seek the same reliefs contained in the said Interim Application before the NCDRC.

13. The Respondent relies upon the fact that the main consumer complaint is still pending. This submission requires consideration.

But from the material placed before this Court, the particular monetary claims which, according to the Respondent, overlap are the claims made in the Applicant's Interim Application dated 19 April 2023. Once that Interim Application is not pressed and is withdrawn, the immediate basis for saying that the same monetary claims are being pursued before two forums does not remain. I therefore cannot accept the submission that merely because the consumer complaint is pending, the Applicant must be prevented from invoking the arbitration agreement. The judgment in *M. Hemalatha Devi* was concerned with the statutory choice available to a consumer who had chosen to pursue the remedy before the Consumer Forum. In that case, the Supreme Court held that the Section 11 application was not maintainable. In paragraph 51, the Supreme Court observed:

“The application under Section 11 of the Arbitration Act, 1996 for appointment of an arbitrator, was not maintainable in the present case, and consequently we uphold the impugned orders dated 19-5-2022 [*M. Hemalatha Devi v. B. Udayasri*, 2022 SCC OnLine TS 3434] and 25-11-2022, which held this position.”

14. The facts before this Court are different. The Applicant has stated that it will not continue with the same interim monetary reliefs before the consumer forum. Therefore, the Applicant cannot be permitted to ask for the same relief at the same time before two different forums. The undertaking given by the Applicant and accepted by this Court takes care of the objection raised by the Respondent regarding parallel proceedings for the same monetary claims. I therefore reject the objection of the Respondent based on

the NCDRC proceedings. This does not mean that the Consumer Protection Act has no separate or independent operation. It is not necessary to hold that every dispute between parties having an arbitration agreement must necessarily be referred to arbitration. The finding here is based on the facts of the present case. In view of the undertaking given by the Applicant, the alleged overlapping claims relied upon by the Respondent are not sufficient to refuse appointment of an Arbitrator.

15. The next objection of the Respondent is that the Respondent Society was not a signatory to the Agreements for Sale. There is no dispute that the individual Agreements for Sale were entered into with the individual flat purchasers. At that time, the Respondent Society had not been registered. Therefore, according to the Respondent, the arbitration clause contained in those Agreements cannot bind the Society. This submission has to be considered by keeping in mind how a cooperative housing society comes into existence and how its members are connected with the property. Merely because the Society did not sign the Agreements for Sale cannot finish the issue. The Agreements were executed for the flats which later became part of the cooperative housing society. The Society was thereafter registered and the individual flat purchasers became its members. The Society represented the common interests of those members concerning the property.

16. The judgment of this Court in *Shri Shivranjan Towers Sahakari Griha Rachana Sanstha Maryadit*, is relevant on this issue. In paragraph 20, this Court considered the same objection that the Society was not a signatory and observed:

“Undoubtedly, the Petitioner-society is not a signatory to the said Agreement for Sale and it could not have been a signatory as it was yet to be formed. Therefore, the issue cannot be determined only on the premise that the Petitioner-society is not a signatory to those Agreement for Sale which contains the Arbitration Clause.”

17. This observation has relevance to the present case. The Respondent Society could not have signed an Agreement before it was formed. Therefore, merely because it was not a signatory cannot answer the entire issue. The Court has to see the actual relationship between the parties and from where the rights and obligations being claimed have arisen. The same judgment considered the legal status of a cooperative society and referred to Section 36 of the Maharashtra Cooperative Societies Act, 1960. In paragraph 23, after considering *Daman Singh v. State of Punjab*, this Court observed:

“In the case of *Daman Singh* (Supra) the Supreme Court expounded the position in law as to what happens to the person who formed themselves into a society or subsequently became members of the society. The Supreme Court enunciated that once a person becomes a member of a cooperative society, he loses his individuality qua the society and has no independent rights except those given to him by statute and by-laws. He must act and speak through the society or rather, the society alone can act and speak for him qua rights or duties of the society as a body.”

18. This principle has relevance in the present case. The Respondent Society is not some separate body having no connection with the Agreements for Sale. Its members are the same flat purchasers who acquired their rights under those

Agreements. The Society was thereafter formed for dealing with the common rights and obligations connected with those flats and the property. This question was considered in paragraph 30 of *Shri Shivranjan Towers*. This Court held:

“The learned Arbitrator was, therefore, justified in holding that if the Petitioner-society was seeking to enforce the rights created in favour of the individual members under the Agreements for Sale, the Petitioner-society cannot claim that it is not bound by the arbitration clause contained in those Agreements.”

19. The facts of that case were in the context of the Society seeking to enforce rights arising from the Agreements for Sale. The present case is somewhat different because here the Applicant seeks to enforce obligations against the Society. Even then, the principle shows that the legal relationship cannot be decided only by looking at who signed the original Agreement and ignoring what happened after the Society was formed. In paragraph 34 of the said judgment, this Court considered the argument that the Society should be treated as a stranger to the arbitration arrangement and observed:

“For the forgoing reasons, I find it difficult to agree with the submission of Mr. Kumbhakoni that the case at hand is governed by the principles of law which apply to the arbitrability of the dispute with a non-signatory to the contract. The Petitioner-society cannot be said to be a third party to the arbitration dispute.”

20. The present case has to be considered in this background. The Respondent Society is admittedly the cooperative society of the flat purchasers to whom the Agreements for Sale were

executed. The claims made by the Applicant are not against some unrelated third party. They concern the same property and relate to ground lease rent, common charges, administrative outgoings and parking, all of which are connected with the flats and the Society. I therefore cannot accept the submission of the Respondent that merely because the Society did not sign the Agreements for Sale, the arbitration agreement cannot be acted upon against the Society. At this stage, this Court is not required to finally decide whether every claim made by the Applicant is covered by Clause 36. It is not necessary to decide now whether a particular amount is payable, whether any claim is barred by limitation, whether some amount has already been paid, or whether a particular charge can ultimately be recovered under the Agreement or under law. These matters can be considered by the Arbitral Tribunal.

21. At the stage of considering a Section 11 Application, the Court has to see whether an arbitration agreement exists and whether the dispute can be referred to arbitration. Section 11(6-A) limits the examination at this stage to the existence of an arbitration agreement. Therefore, a full trial of all claims and defences is not required at this stage. In the present case, Clause 36 of the Agreements for Sale admittedly contains an arbitration agreement. The Applicant invoked that clause by notice dated 4 October 2023. The Respondent disputed the reference mainly on the ground that it was not a signatory. The correspondence between the parties shows that there is a real dispute concerning the contractual and property-related obligations claimed by the

Applicant. I find that the Respondent cannot at this stage rely only on the fact that the Society was registered after the Agreements for Sale were executed and say that the contractual arrangement from which the rights of its members arose has no connection with the Society. The Society was formed by the very flat purchasers who had entered into those Agreements. The rights and obligations concerning the flats and common property cannot be separated from the Agreements under which those members acquired their rights.

22. I am conscious that the facts in *Shri Shivranjan Towers* were somewhat different. In that case, the Society was seeking to enforce rights flowing from the Agreements for Sale. In the present case, the Applicant is seeking to enforce obligations against the Society. This difference is relevant. But the basic principle from that judgment still has relevance. The legal character of the cooperative Society and the manner in which the rights of its members are dealt with through the Society cannot be ignored merely because the Society did not exist when the original Agreements for Sale were executed.

23. The Respondent has disputed the liability for the amounts claimed by the Applicant. This objection cannot be a reason at this stage to refuse appointment of an Arbitrator. The Invocation Notice contains a specific monetary demand. Clause 7 of the Invocation Notice states:

“Our Client states that you and your members are using the land appurtenant to your building and are bound and liable to pay the lease rent Rs.56,65, 800/- (as mentioned in

paragraph 5 hereinabove), and other maintenance charges Rs.3,04,923/- (as mentioned in Paragraph 6 hereinabove) as they are statutory/contractual dues owed to our client. The total sum due from your society is Rs.59,70,723/-(Rupees Fifty Nine Lakhs Seventy Thousand Seven Hundred and Twenty Three Only). Our client reserve their rights to charge appropriate car parking charges, maintenance charges and other statutory contractual charges payable by your society. In spite of giving regular demand notices, you and your society members have failed to pay the outstanding dues.”

24. The Respondent has disputed these demands. Therefore, there is a dispute which requires adjudication. This Court is not required in these Section 11 proceedings to decide whether Rs.59,70,723/- or the subsequently claimed amount of Rs.72,36,564/- is actually payable. The Applicant will have to prove its claim before the Arbitral Tribunal. The Respondent will have full opportunity to oppose the claim and place its defence.

25. Thus, both objections of the Respondent have been considered. The first objection is based on the pending consumer proceedings. That objection is taken care of by the undertaking given by the Applicant and accepted by this Court. The second objection is that the Society is not a signatory. That objection cannot be accepted merely because the Society was not in existence when the Agreements for Sale were executed and therefore could not have signed them. It is necessary to make one position clear. The finding in these Applications does not mean that every monetary claim made by the Applicant will succeed in arbitration. The Arbitral Tribunal will decide the disputes according to law. The Applicant will have to establish its

entitlement to ground lease rent, administrative charges, maintenance charges, parking charges and other amounts claimed. The Respondent will have full right to dispute the liability, amount, period, contractual basis and all other defences available in law. At the same time, after the undertaking given before this Court and accepted by this Court, the Applicant cannot continue to pursue the same interim monetary reliefs before the NCDRC. This undertaking is an important part of the order being passed. It shall therefore remain binding upon the Applicant.

26. On considering the entire material and the submissions of both sides, I find that there is sufficient basis for appointing a Sole Arbitrator. There is an arbitration clause in the Agreements for Sale. The Applicant invoked the clause. The parties could not agree upon appointment of an Arbitrator. There are disputes between the parties regarding the obligations claimed by the Applicant. The objections raised by the Respondent do not, in the facts of the present case, justify refusing the reference to arbitration.

27. The Applications therefore deserve to be allowed. The statement made by Mr. Balsara, learned Advocate for the Applicant, on instructions, that the Applicant shall not press and shall withdraw Interim Application No. 5157 of 2023 filed before the NCDRC, is accepted as an undertaking given to this Court. The said undertaking shall bind the Applicant. In view of the above findings, the present Applications are allowed. A Sole Arbitrator shall be appointed to decide the disputes between the Applicant and the Respondent arising from the Agreements for Sale and covered by the arbitration clause invoked by the Applicant.

28. The Arbitrator shall decide all questions which arise before him in accordance with law. Both sides shall have full and equal opportunity to place their respective cases. Nothing stated in this order shall be treated as a final decision on whether the Applicant is entitled to the amounts claimed, the exact amount payable, or on the individual claims and defences of the parties, except to the extent required for deciding these Applications.

29. In the result, the Arbitration Applications are allowed in the above terms. The undertaking given by the Applicant is accepted and taken on record.

30. In view of the foregoing discussion, and upon overall assessment of the material record, the following order is passed:

(a) Mr. Vikramjit Garewal Advocate of this Court is appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of an in connection with Clause 36 of the Agreements for Sale executed between the Applicant and the individual flat purchasers in the Respondent Society;

Office Address: 102, Oval House, British Hotel Lane, Kalaghoda, Fort, Mumbai – 400023.

Email: vikramjitgarewal@gmail.com

(b) A copy of this order will 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 petitioner shall provide 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 State 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;

(d) 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;

(e) All arbitral costs and fees of the Arbitral Tribunal 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.

(f) The petitions filed before this Court under Section 9 of the Act shall stand converted into an application under Section 17 of the Act and shall be considered by the learned Sole Arbitrator in accordance with law.

31. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.
32. All actions required to be taken pursuant to this order shall be taken upon receive of a downloaded copy as available on this Court's website.
33. The Arbitration Petition stands disposed of in above terms.
34. All Arbitration Application stands disposed of.

(AMIT BORKAR, J.)