

Shabnoor

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

ARBITRATION APPLICATION NO. 343 OF 2026

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Schindler India Private Limited ... Applicant
V/s.
Memphis Realtors Private Limited ... Respondent

**WITH
ARBITRATION APPLICATION NO. 356 OF 2026**

Schindler India Private Limited ... Applicant
V/s.
Memphis Realtors Private Limited ... Respondent

Mr. Surabh Jain a/w Ms. Bhumika Chulani, for the
Applicant.

Mr. N. Patel i/b Diamondwala & Co., for the
Respondents.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 11, 2026

P.C.:

1. The present Applications have 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 29 September 2022. The arbitration agreement between the parties is contained in Clause 12 of the said Agreement, a copy whereof is placed at page 48 of the Application. In the interest of brevity, the said arbitration clause is not

reproduced herein. It would suffice to observe that the present Applications falls within the jurisdiction of this Court.

2. The record indicates that the Applicant invoked the arbitration agreement by issuing a notice dated 6 November 2025. Despite service of the said notice, the Respondent has neither furnished any reply thereto nor filed any affidavit in reply to the present Applications.

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 29 September 2022 to arbitration before a Sole Arbitrator.

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

A) Ms. Pranita Saboo, 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:- Add: 6th floor, Aban House, Saibaba Rd, beside Keneseth Eliyahoo Synagogue, Kala Ghoda, Fort, Mumbai, Maharashtra 400001

Email: office.pranitasaboo@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 prescribed in the schedule of the Institute 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.

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

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.)