AGK

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

ARBITRATION APPLICATION NO. 94 OF 2026

WITH

INTERIM APPLICATION NO.4351 OF 2026

Ramesh Aildas Bajaj & Another … Applicants

V/s.

Ashok Kishinchand Chawla, deleted since deceased 1a) Geeta Ashok Chawla & Others … Respondents

ATUL GANESH KULKARNI

Digitally signed by ATUL GANESH KULKARNI
Date: 2026.09.21 11:37:22 +0530

Mr. Anoshak Davar with Mr. Dhaval Shethia, Ms. Deepa Pojuja and Ms. Asfiya Cutchi i/by J Law Associates for the Applicant.

Ms. Bharati Ahuja, Respondent No.4, in-person.

CORAM : AMIT BORKAR, J.

RESERVED ON : SEPTEMBER 18, 2026

PRONOUNCED ON : SEPTEMBER 21, 2026

JUDGMENT:

1. The Applicant has filed present Application under Section 11 of the Arbitration and Conciliation Act, 1996 seeking appointment of Arbitrator arising between the parties pursuant to Clause 14 of the Agreement to transfer dated 25 August 2004.

2. According to the Applicants, facts giving rise to the filing of the present Application are as under. On 28 August 2004, Agreement to Transfer was executed between the Applicants and

the Respondents in respect of property being Plot No. 99/B, bearing CTS No. 386/7, admeasuring about 197.6 sq. Meters with the dwelling house, standing thereon situated at Village Wadhavli, Collectors Colony, Chembur, Mumbai 400 074 (said property). At the time of execution of the said agreement, the following persons were in possession of the said property: (i) Mr. Ashok Chawla; (ii) Mr. Sanju Joshi; (iii) Mr. Paul; (iv) Mr. Anil Rajput; (v) Applicants. Under the said Agreement the Respondents were under following obligations: to get the premises in possession of Mr. Sanju Joshi, Mr. Paul, Mr. Anil Rajput vacated (as per clause 3 of the said agreement); to get their names mutated on the property card (as per clause 4 of the said agreement); to hand over the possession of the said rooms to the Applicants herein (as per clause 5 of the said agreement).

3. On the other hand, upon completion of the Respondents' obligation, the Applicants were under obligation to pay the balance consideration as agreed under the said agreement. Between 10 to 13 September 2004, the Respondents partially performed agreement by handing over the possession of premises in possession of Mr. Paul and Mr. Doshi to Applicants. But the Respondents could not settle claim of Mr. Anil Rajput and thus kept the execution of conveyance deed in respect of the said property in abeyance till the year 2012. In the year 2012, the Respondents expressed their inability to settle the third tenant Mr. Anil Rajput and thus requested the Applicants to settle same.

4. The Applicants paid total amount of Rs. 13,10,000/-(which includes Rs.6,10,000/- paid to Owners and Rs. 7,00,000/- paid to

tenants on behalf of the owners). It was further agreed under the Agreement to transfer that the amount paid to tenants on behalf of the owners shall be adjusted from the total consideration. Subsequently, since the Respondents did not comply with the terms of agreement, Suit No. 2311 of 2012 was filed for specific performance. During pendency of the said suit, the Respondents inducted one Mr. Julie in one of the rooms over the said property in the year 2019. The Applicants had no option but to settle the tenancy claim of the said Ms. Julie.

5. During the pendency the Respondents approached the Applicants showing their willingness to comply with the said agreement. The Respondents in fact never had any intention to adhere by the terms of the said agreement. During the pendency of the said suit, under the guise of settlement the Respondents again took Rs. 1,61,741 from the Applicants. The Applicants from the year 2004 till the year 2024 has paid total sum of Rs.40,05,741/- (which includes Rs.7,71,741/- paid to Owners and Rs.32,34,000/- to tenants), which is way more than Rs. 24,51,000/- which was agreed under the said agreement. The Applicants has further paid the property tax of the said property which was pending form the year 2010.

6. On 25 April 2024, the aforesaid suit was withdrawn by the Applicant since there was an arbitration clause as pointed out the Respondents. Notice dated 21 June 2024 for invocation of the Arbitration was issued by the Applicants. The Respondents replied to the said notice on 31 July 2024 refusing the invocation of the arbitration and appointment of the Arbitrator as proposed under

the said Agreement.

7. Mr. Davar, learned Advocate for the Applicants, submits that under Section 11(6) read with Section 11(6A) of the Arbitration and Conciliation Act, 1996, the role of the Court at the stage of referring the parties to arbitration is limited. According to him, so far as limitation is concerned, this Court is required to examine only whether the present Application under Section 11 has been filed within the prescribed period. He submits that the period has to be considered from the date of service or receipt of the Notice invoking arbitration under Section 21, dated 6 November 2025, and the reply thereto dated 5 December 2025.

8. According to Mr. Davar, the question whether the actual claims of the Applicants are barred by limitation is a different issue from the question whether the present Application under Section 11 has been filed within time. He submits that the limitation applicable to the underlying claims depends upon several facts which require examination. These include the alleged continuous part-payments made from time to time, totaling Rs.40,05,741/- between the years 2004 and 2024, including Rs.1,61,741/- accepted between 28 November 2022 and 7 September 2024; the steps taken for settling the claims of the tenants, namely Mr. Sanjay Doshi, Mr. Paul and Mr. Anil Rajput in the year 2012 and Ms. Julie under the Registered Deed of Transfer dated 18 March 2021; payment of municipal property tax for the period from 2010 to 2024 amounting to Rs.2,06,882/-; and the earlier proceedings filed bona fide in Suit No.2311 of 2012 before the City Civil Court at Bombay. According to him, these matters involve both questions

of fact and questions of law and therefore cannot be decided at the stage of considering an Application under Section 11.

9. Mr. Davar further submits that once this Court is satisfied that the present Application under Section 11 has been filed within the prescribed period, after the Notice invoking arbitration under Section 21 dated 6 November 2025 and the Reply dated 5 December 2025, the question of limitation of the substantive claims should be left to the Arbitral Tribunal. According to him, the various factual issues relating to limitation require evidence and proper consideration by the Arbitral Tribunal. This would include the Applicants' contention regarding exclusion of the period during which Suit No.2311 of 2012 was prosecuted in good faith before the City Civil Court, under Section 14 of the Limitation Act, 1963, until the Suit was withdrawn on 25 April 2024. It is therefore submitted that these issues should remain open for determination by the Arbitral Tribunal after considering the evidence led by the parties.

10. Mr. Davar submits that the Applicants have made several payments from time to time in connection with the transaction covered by the Agreement to Transfer dated 28 August 2004. According to him, payments totaling Rs.7,71,741/- were made directly to the owners and their legal heirs between the years 2004 and 2024. He particularly relies upon the aggregate amount of Rs.1,61,741/- paid by the Applicants and accepted by the Respondents between 28 November 2022 and 7 September 2024. He submits that Section 19 of the Limitation Act, 1963 provides for a fresh period of limitation where payment towards a debt or

interest is made before expiry of the prescribed period by the person liable to make such payment. According to him, the payments made from time to time, including the payment made up to 7 September 2024, therefore require consideration while deciding whether the claims are barred by limitation.

11. Mr. Davar further submits that the period during which the Applicants prosecuted Suit No.2311 of 2012 before the City Civil Court from 2012 until 2024 is liable to be excluded under Section 14 of the Limitation Act, 1963. He submits that Section 14 permits exclusion of the time spent in prosecuting another civil proceeding with due diligence and in good faith, where the proceeding concerns the same matter and was prosecuted before a Court which was unable to entertain it because of a defect of jurisdiction or some other cause of a similar nature. According to him, whether the Applicants satisfy the requirements of Section 14 is a matter requiring examination of the facts and circumstances in which the earlier Suit was filed and prosecuted. He therefore submits that this issue should be left for consideration by the Arbitral Tribunal.

12. Ms. Ahuja, Respondent No.4 appearing in person, on the other hand, submits that the claim which the Applicants seek to refer to arbitration is ex facie a dead claim. According to her, even if the present Application under Section 11 has been filed within the period applicable to such an Application after refusal to appoint an Arbitrator, that fact does not remove the separate bar of limitation applicable to the substantive claim. She submits that the substantive claim arising from the Agreement had become time-barred much before the Applicants issued their first notice

invoking arbitration under Section 21 on 21 June 2024. She points out that the Agreement to Transfer is dated 28 August 2004. According to her, the transaction was required to be completed in the year 2004 and the balance consideration was payable by 31 December 2004. Despite this, arbitration was invoked for the first time only on 21 June 2024.

13. Ms. Ahuja further submits that the Applicants' own earlier proceedings show that the claim had become time-barred when Suit No.2311 of 2012 was filed. She relies upon the order dated 25 September 2012 passed by the City Civil Court, which, according to her, records that the balance consideration was payable by 31 December 2004. The said order records that proceedings for specific performance had not been instituted within the prescribed period and that no explanation for the delay had been given. According to Ms. Ahuja, the Applicants cannot revive a remedy which had become barred merely by withdrawing the Suit in the year 2024 and invoking arbitration on 21 June 2024.

14. Ms. Ahuja places reliance upon the judgment of the Supreme Court in *State of West Bengal & Ors. v. M/s B.B.M. Enterprises*, Civil Appeal No.4320 of 2026, 2026 INSC 358, decided on 9 April 2026. According to her, in that case the Supreme Court set aside an appointment of an Arbitrator under Section 11 where the admitted facts and chronology showed that the claim was ex facie a dead claim and no detailed examination of evidence was necessary. She submits that the Supreme Court has made a distinction between the limitation applicable to the Application under Section 11 and the limitation applicable to the substantive

claim. According to her, a subsequent notice invoking arbitration under Section 21 cannot bring back a claim which had become barred by limitation.

REASONS AND FINDINGS:

15. I have considered the submissions of Mr. Davar, learned Advocate for the Applicants, and Ms. Ahuja, Respondent No.4, who has appeared in person. I have considered the Agreement to Transfer which is on record. From the Agreement, it appears that the total consideration fixed between the parties was Rs.24,51,000/-. Out of this amount, Rs.1,60,000/- was paid as earnest money. The balance amount was to be paid before 31 December 2004. The Agreement required the Vendors to get the premises vacated from the tenants, to get the property transferred in their names in the concerned records and to hand over vacant possession to the Purchasers. At this stage, the question before the Court is not whether the Applicants will succeed in their claim under the Agreement. The question is whether the present Application under Section 11 of the Arbitration and Conciliation Act, 1996 can be refused only on the ground that, according to the Respondents, the main claim is barred by limitation. These are two different questions. The limitation for filing an Application under Section 11 and the limitation applicable to the main claim under the Agreement cannot be treated as being the same.

16. There is no dispute regarding the arbitration clause in the Agreement. Clause 14 provides that any dispute or difference between the parties relating to the Agreement is to be referred to

arbitration. It provides the manner in which the Arbitrator or Arbitrators are to be appointed if the parties are not able to agree. The clause further provides that the arbitration will be governed by the Arbitration Act which is in force. Therefore, the existence of an arbitration agreement between the parties is not really in dispute.

17. The main case of the Respondent is that the claim of the Applicants is an ex facie dead claim. The Agreement was entered into in the year 2004. Under Clause 2, the balance consideration was to be paid before 31 December 2004. Clause 4 required the Vendors to get the property transferred in their names in the concerned records before 30 November 2004. Clause 5 contemplated that vacant possession would be handed over, and the necessary conveyance documents would be executed. On a plain reading of these clauses, it can be seen that the parties expected the transaction to be completed around the year 2004. However, this fact cannot decide the present Application. The Applicants have placed a different factual position before the Court. According to them, the Respondents did not complete their obligations under the Agreement. They state that possession of some portions was handed over, but disputes with the tenants continued. They further state that the Respondents could not settle the claim of Mr. Anil Rajput and, in the year 2012, requested the Applicants themselves to settle the said claim. The Applicants rely upon payments made from time to time in relation to the same transaction. This includes, according to them, an amount of Rs.1,61,741/- which was accepted between 28 November 2022

and 7 September 2024.

18. Whether these payments were made, for what purpose they were made, who received them and whether they can be treated as part-payment under Section 19 of the Limitation Act, 1963 are matters which require consideration of the facts and documents. The Applicants rely upon payments made to the tenants and the subsequent settlement of the claim of Ms. Julie. These matters cannot be decided merely by looking at the date of the original Agreement.

19. Mr. Davar has relied upon Suit No.2311 of 2012. According to him, the Applicants had filed that Suit before the City Civil Court for enforcing the same transaction. The Applicants state that they prosecuted the Suit from 2012 until 2024 in good faith and with due care, believing that the Civil Court had jurisdiction to decide the dispute. When the Respondents took the stand that the dispute was required to be referred to arbitration, the Applicants sought withdrawal of the Suit with liberty to take appropriate steps for arbitration. The Applicants have relied upon the order dated 25 April 2024 by which the Suit was permitted to be withdrawn, and the subsequent Review Order dated 31 August 2024. According to the Applicants, paragraph 4 of the earlier order contained adverse observations and those observations were later deleted in review. The operative portion relied upon by the Applicants is:

> "Suit is allowed to be withdrawn with liberty to the Plaintiffs/Applicants to exhaust appropriate legal remedies and initiate arbitration proceedings in accordance with law.

> Paragraph 4 of the Order dated 25.04.2024 stands deleted, and all adverse observations contained therein stand expunged, leaving all rights, contentions, and remedies of the parties open to be agitated before the Arbitral Tribunal."

20. The effect of this order cannot be considered separately from the issue of limitation. The Applicants are not relying only upon the fact that the earlier Suit was filed. They are relying upon the manner in which the Suit was prosecuted, the objection raised by the Respondents regarding arbitration, the order permitting withdrawal and the Review Order by which paragraph 4 was deleted. Whether the period spent in the earlier Suit can be excluded under Section 14 of the Limitation Act is a separate question. However, at the stage of considering the Application under Section 11, it cannot be assumed that the earlier Suit has no legal relevance.

21. The Applicants rely upon Section 14 of the Limitation Act for excluding the time spent in the earlier proceeding. Their case is that the earlier Suit was prosecuted with due diligence and in good faith and that it related to the same dispute. Therefore, the Applicants have given a specific reason as to why the period from 2012 to 2024 should not be counted for the purpose of limitation. Whether all the requirements of Section 14 are satisfied will depend upon the pleadings and record of the earlier Suit and the circumstances in which the Suit was prosecuted and withdrawn. This cannot be decided only by looking at the date of the Agreement of 2004.

22. The Respondent is correct to the extent that the limitation of the substantive claim and the limitation of the Section 11 Application are two different matters. This position has been settled by the Supreme Court. In *Aslam Ismail Khan Deshmukh v. ASAP Fluids (P) Ltd.,* (2025) 1 SCC 502, the Supreme Court considered the earlier judgments and referred to the clarification made in *SBI General Insurance Co. Ltd. v. Krish Spg.,* (2024) 12 SCC 1. The relevant part of paragraph 136 was:

> "136. Thus, we clarify that while determining the issue of limitation in exercise of the powers under Section 11(6) of the 1996 Act, the referral Court should limit its enquiry to examining whether Section 11(6) application has been filed within the period of limitation of three years or not. ... the referral Courts, at the stage of deciding an application for appointment of arbitrator, must not conduct an intricate evidentiary enquiry into the question whether the claims raised by the applicant are time-barred and should leave that question for determination by the arbitrator."

23. This principle makes it clear that, at the stage of Section 11, this Court is not required to conduct a detailed examination of every fact relating to the limitation of the main claim. It is true that the Supreme Court has recognised a limited situation where the Court can refuse a reference if the claim is clearly dead and there is no real dispute requiring consideration by an Arbitral Tribunal. In the passage relied upon by the Applicants from *Vidya Drolia*, the Supreme Court observed:

> "The court at the referral stage can interfere only when it is manifest that the claims are ex facie time-barred and dead, or there is no subsisting dispute. All other cases should be

> referred to the Arbitral Tribunal for decision on merits."

24. The expression "manifest" is important. It means that the claim should be clearly and plainly dead from the material before the Court. If deciding the issue requires consideration of disputed facts, different documents or the legal effect of events which happened later, ordinarily such question should not be decided at the Section 11 stage.

25. The Respondent has relied upon *State of West Bengal and Others v. B.B.M. Enterprises,* 2026 SCC OnLine SC 980. That judgment, on the facts placed before this Court, does not require a different conclusion. In that case, the work had been completed on 30 July 2000 and the notice invoking arbitration was issued only on 2 June 2022. The Supreme Court found that after the communication dated 4 January 2001, the appellant had taken no steps for about 21 years. The Supreme Court observed:

> "After Annexure P9 of 04.01.2001, whether it be the interim determination of dues or not, the appellant slept over its claim for 21 years before the notice seeking arbitration was issued on 02.06.2022; an ex-facie dead claim."

26. The important feature of that case was that there was no material showing any real event during the long period of 21 years which required further examination. There was no final bill, no request for determination of the amount payable and no notice invoking arbitration during that entire period. On those admitted facts, the Supreme Court held that the claim was ex facie dead.

27. The position placed before this Court is different at this stage. The Applicants have referred to several events which

occurred after the Agreement was entered into. They rely upon part performance, payments made to the owners and tenants, settlement of tenancy claims, payment of property taxes, filing and prosecution of Suit No.2311 of 2012, withdrawal of that Suit with liberty to commence arbitration, the Review Order dated 31 August 2024 and the notice invoking arbitration. I am not holding at this stage that each of these events is proved or that every such event extends the period of limitation. I am only considering that these events have been relied upon by the Applicants and their effect requires consideration.

28. In these circumstances, it cannot be said that there is no dispute at all regarding limitation. There are questions as to when the cause of action arose, whether there were subsequent acts amounting to part performance or acknowledgment, whether the payments relied upon have any legal effect under Section 19 of the Limitation Act, whether the period spent in the earlier Suit can be excluded under Section 14 and what is the effect of the withdrawal order and the subsequent Review Order.

29. Ms. Ahuja has relied upon the order dated 25 September 2012 passed by the City Civil Court. According to her, even at that time the Court had noticed that the balance consideration was payable by 31 December 2004 and that no proceedings for specific performance had been filed within the prescribed period. This submission is relevant and cannot be ignored. If that order was the only material before the Court and there were no subsequent events requiring consideration, the submission that the claim had become old and barred would have considerable force. However,

the Applicants have pointed out that the earlier withdrawal order was subsequently reviewed and paragraph 4 was deleted. According to the operative portion reproduced above, “all adverse observations contained therein stand expunged” and the rights and contentions of the parties were kept open before the Arbitral Tribunal. Therefore, at this stage, the earlier observations cannot be treated as final findings deciding every question of limitation between the parties. This is particularly so because the Applicants rely upon the subsequent Review Order. The exact legal effect of the orders passed by the City Civil Court can properly be considered by the Arbitral Tribunal after the complete record of the earlier Suit is before it. At the same time, I do not accept the submission that merely issuing a notice invoking arbitration in 2024 can revive a claim which had become barred. Such a proposition would not be correct. A later notice cannot create a fresh cause of action. This position has been made clear in *Vishram Varu and Company v. Union of India,* (2023) 12 SCC 588 and in *B.B.M. Enterprises*. The Applicants therefore have to show some reason for continuing the claim, excluding the earlier period or calculating limitation in some other permissible manner.

30. This is the difficulty in accepting the Respondent's submission at the present stage. The Applicants rely upon provisions which, if proved and found applicable, may have an effect on limitation. They rely upon Section 19 on the basis that payments were made during the continuing transaction. They rely upon Section 14 on the basis that the earlier Suit was prosecuted in good faith and with due diligence before a Court which,

according to them, could not decide the matter because of the arbitration clause. I am not holding that these provisions necessarily apply in favour of the Applicants. The finding at this stage is only that these are issues which can be argued and require adjudication.

31. The present matter therefore cannot be treated in the same manner as a case where the admitted facts show that a party did absolutely nothing for many years and there was no intervening event at all. Here, the Applicants have placed a series of events before the Court and have relied upon documents and orders whose legal effect is disputed. The issue is therefore not merely to count the years from 2004. It is necessary to consider what happened between the parties after 2004 and what legal effect may follow from those events. I am unable to accept the submission that merely because the earlier Suit was filed in 2012, it necessarily means that the Applicants' claim had completely ended in every manner. The filing and conduct of the earlier Suit may have relevance while considering the conduct of the parties and their rights under the Agreement. More importantly, the Applicants say that the earlier Suit was filed for the same rights which they now seek to enforce through arbitration. If the requirements of Section 14 are found to be satisfied, the period spent in that Suit may have to be considered while calculating limitation. Whether the Applicants will satisfy the requirements of Section 14 is a matter for the Arbitral Tribunal.

32. The judgment in *Aslam Ismail Khan Deshmukh* is therefore relevant to the present case. The Supreme Court has made it clear

that when deciding whether the substantive claim is time-barred requires an "intricate evidentiary inquiry", such enquiry should not be undertaken at the Section 11 stage. The same position is found in paragraph 136 of *Krish Spg*. The purpose of proceedings under Section 11 is not to conduct a full trial regarding the substantive claim before the Arbitrator is even appointed. This does not mean that the Respondent has no remedy. If, after considering the Agreement, pleadings, payment records, the earlier Suit, the orders of the City Civil Court and other material, the Arbitral Tribunal finds that the claim is barred by limitation, the Tribunal can reject the claim on that ground in accordance with law. The question of limitation can be considered by the Tribunal as a preliminary issue or along with the merits, depending upon the facts and circumstances of the case.

33. So far as limitation of the present Section 11 Application is concerned, the position of the Applicants is different. The Applicants state that the notice invoking arbitration was issued on 21 June 2024 and was again served on 6 November 2025. They rely upon the refusal of the Respondents and state that the present Application was filed. Even on the dates relied upon by the Respondents, there is no material before me to show that the present Section 11 Application was filed after three years from the failure or refusal to act upon the request for appointment of an Arbitrator. The Respondent has not placed any material from which it can be held that the present Section 11 Application is barred under Article 137 of the Limitation Act. Therefore, these two questions have to be kept separate. One question is whether

the Applicants have approached this Court under Section 11 within the prescribed period. The other question is whether the main claims under the Agreement are within limitation. The first question can be decided from the material presently available. The second question depends upon the effect of the events relied upon by the Applicants and cannot be decided without making an enquiry which, according to the law, has to be left to the Arbitral Tribunal.

34. I, therefore, hold that the present case does not fall within that limited category where the claim is so plainly dead that the Court must refuse to refer the dispute to arbitration. The arbitration agreement is found in Clause 14 of the Agreement. The present Section 11 Application is within limitation. The objection regarding limitation of the substantive claim involves questions concerning subsequent payments, the earlier Suit, Sections 14 and 19 of the Limitation Act and the effect of the orders passed by the City Civil Court. These questions will have to be decided by the Arbitral Tribunal.Thus, the submission of Mr. Davar is accepted only to the limited extent that this Court should not conduct a detailed enquiry into the limitation of the substantive claim. At the same time, the submission of Ms. Ahuja that the Agreement of 2004 makes the claim a dead claim cannot be accepted at this stage. This does not mean that I have held that the substantive claim is within limitation. It only means that, on the present material, the question of limitation is not so clear and beyond doubt as to refuse appointment of an Arbitrator.

35. On considering the Agreement, the arbitration clause, the submissions made by both sides and the principles explained in *Vidya Drolia, BSNL v. Nortel Networks India (P) Ltd., Arif Azim, Aslam Ismail Khan Deshmukh, SBI General Insurance Co. Ltd. v. Krish Spg. and State of West Bengal v. B.B.M. Enterprises*, I am satisfied that the dispute is required to be referred to arbitration. The Arbitral Tribunal shall remain free to consider all objections regarding limitation, including the applicability of Sections 14 and 19 of the Limitation Act, 1963, the effect of the proceedings in Suit No.2311 of 2012, the effect of the orders dated 25 April 2024 and 31 August 2024 and the legal effect of the payments and other events relied upon by the Applicants. The observations made in this judgment shall not be treated as final findings on these substantive issues.

36. 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. Ashish Venugopal, Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences arising between the Applicants and the Respondents in relation to the Agreement to Transfer dated 25 August/28 August 2004, including the claims and counterclaims arising therefrom;

Office Address:- Chambers of Nikhil Sakhardande, Sr. Adv., 1101, 1 Infinity, Cawasji Patel Street, Fort, Mumbai – 400001.

Email:ashish.venugopal001@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 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.

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

38. 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.

39. In view of disposal of the Arbitration Application, all pending interlocutory applications stand disposed off.

(AMIT BORKAR, J.)