



2024:UHC:9879

SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			ARBAP No. 49 of 2024 <u>Hon'ble Manoj Kumar Tiwari, ACJ</u> 1. Mr. T.A. Khan, learned Senior Counsel assisted by Mohd. Shafy, learned counsel for the applicant. 2. Mr. Imran Ali, Advocate holding brief of Mr. H.V. Dhanik, learned counsel for the respondents. 3. This is an application for appointment of an Arbitrator under Section 11(6) of the Arbitration and Conciliation Act, 1996. 4. According to applicant, respondents constituted a partnership firm, in which applicant was also inducted as a partner; a registered partnership deed was also executed, but no amount was paid by respondents with regard to the land, which was taken by them; as per the partnership deed dated 14.11.2022, applicant had 20% share in the firm. The partnership firm was running a stone crusher in the name and style of M/s Om Stone Products at Village Gandhi Nagar, Kashipur, District Udham Singh Nagar. 5. According to applicant, respondents clandestinely convened a meeting on 10.09.2023 and reconstituted the firm by removing applicant and applicant came to know about this fact only when respondents filed written statement in Civil Suit No.144 of 2023. 6. Mr. T.A. Khan, learned Senior Counsel appearing for the applicant



		submits that since there is a dispute between the partners, therefore, the same has to be referred for arbitration in terms of Clause 19 of the Partnership Deed, which reads as under: “19. ARBITRATION: That in the event of any dispute, amongst the partners, the same shall be referred to arbitration. Under the provisions of Indian Arbitration Act, 1940 or any enactment in force for the time being.” 7. Annexure No.4 to the arbitration application is the notice issued by applicant to the respondents calling upon them to give their consent for appointment of an Arbitrator. Since respondents did not take any steps even after receipt of such notice, therefore, applicant has approached this Court under Section 11(6) of Arbitration & Conciliation Act. 8. Mr. Imran Ali, Advocate appearing for the respondents does not dispute existence of arbitration clause in the partnership deed. He also concedes that a dispute between the partners has arisen, which can be referred for arbitration as per Clause 19 of the partnership deed. He submits that he do not oppose the prayer for appointment of Arbitrator under Section 11(6) of the Act. 9. Mr. T.A. Khan, learned Senior Counsel appearing for the applicant then submitted that a retired Judge of this Court may be appointed as Arbitrator and he suggested the name of Mr. Justice Irshad Hussain, a retired Judge of High Court of Uttarakhand, for this purpose. 10. Mr. Imran Ali, learned counsel appearing for the respondents agreed to
--	--	---



2024:UHC:9879

			the name suggested by learned Senior Counsel appearing for the applicant. 11. In such view of the matter, this application filed under Section 11(6) of Arbitration & Conciliation Act, 1996 is allowed. Mr. Justice Irshad Hussain, (Retd. Judge of High Court of Uttarakhand), R/o 13/36 Abdula Building, Lane No. 1, Azad Nagar, Haldwani, District Nainital having Mobile No. 9412085533), is appointed as Arbitrator in the matter to adjudicate the disputes between the parties arising out of the aforesaid partnership deed, subject to his furnishing declaration, in terms of Section 11(8) read with Section 12 of the Arbitration and Conciliation Act, 1996 regarding his independence and impartiality in the matter, to this Court within two weeks from the date of receipt of this order. Learned Arbitrator shall fix his fees in consultation with both the parties. 12. The Registrar General of this Court is hereby directed to forthwith supply a copy of this order to the prospective Arbitrator. (Manoj Kumar Tiwari, ACJ) 23.12.2024 Aswal NITI RAJ SINGH ASWAL
--	--	--	---



2024:UHC:9879

--	--	--	--