

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 279 OF 2015

Padmanabhan Vasudevan

... Applicant

Versus

M/s. Aura Wellness and Healing

Services Pvt. Limited

... Respondent

Mr. M. Kachwala i/b. Kachwala Misar & Company for the Applicant.

Mr. Siddhart Naik for the Respondent.

CORAM : S.J. KATHAWALLA, J.
DATED : 11TH FEBRUARY, 2016

P.C.

1. On 8th February, 2016 this Court passed the following order :

“1. The learned Advocates appearing for the parties have informed the Court that the Court may appoint any Advocate as the sole Arbitrator to decide the disputes between the parties arising out of the Partnership Deed and Unit Franchise Agreement, both dated 26th September, 2014. The Court proposes to appoint Dr. Abhinav Chandrachud, Advocate as a sole Arbitrator to decide the disputes between the parties. In view thereof, Dr. Abhinav Chandrachud, Advocate shall submit disclosure under Section 11 (8) read with Section 12 (1) of Arbitration and Conciliation Act, 1996.

2. The Advocates for the parties shall forward a copy of this order to Dr. Abhinav Chandrachud, Advocate.

3. All concerned to act on an ordinary copy of this order, duly authenticated by the learned Associate of this Court.

4. Stand over to 12th February, 2016. ”

2. Pursuant to the above order, Dr.Abhinav Chandrachud, Advocate has filed disclosure under Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996. The same is taken on record and the following order is passed by consent :

- i. The disputes arising out of the Partnership Deed and Unit Franchise Agreement, both dated 26th September, 2014 between the parties are referred to the sole Arbitration of Dr.Abhinav Chandrachud, Advocate.
 - ii. The parties shall appear before the learned Arbitrator in his chambers, on 15th February, 2016 at 5.30 p.m. and obtain necessary directions.
 - iii. The cost of arbitration shall initially be borne by the parties equally.
 - iv. All contentions of the parties are kept open.
 - v. The venue of Arbitration shall be at Mumbai.
3. In view of this order, the above Arbitration Application is disposed of.

(S.J.KATHAWALLA, J.)