

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

ARBITRATION PETITION NO.57 OF 2017

Maharashtra State Co-operative Bank Ltd.)....Petitioner

V/s.

Shree Ganpati Zilla Krushi Audogik Sar Seva)
Sahakari Society Ltd.

And

Shree Ganpati Agro Product Power & Yest)
(India) Ltd.)....Respondents

Mr.G.S.Godbole, senior advocate i/by Mr. Bhushan Walimbe for
petitioner.
None for respondents.

**CORAM : K.R.SHRIRAM,J
DATE : 3.11.2017**

P.C.:-

1 Paragraph-2 of the order dated 4.8.2017 reads as under :-

“By this petition under Article 11 of the Arbitration and Conciliation Act, 1996 (for short, ‘Act’) the petitioner has prayed for appointment of a sole arbitrator resolving the disputes between the parties. Mr.Godbole has invited my attention to clause 4(h) of the lease deed dated 23.11.2012 as also notice dated 20.12.2013 and reminder dated 17.1.2014 invoking clause 4(h). He submitted that there is no response from the respondent.”

2 Notice has been issued to respondents and as per the office noting it has been duly served. Respondents have not entered appearance nor filed any reply.

3 In the circumstances, the averments in this petition are
uncontroverted.

4 Mr.Raghvendra Govind Kulkarni having his office at
A8/1101-04, Karishma Society, Near Sangram Press, G.A.Kulkarni
Road, Off.Karve Road, Kothrud, Pune-411 029, Mobile
No.9821313044 is appointed as sole arbitrator to resolve the disputes
raised by the petitioner. The fees of the arbitrator, administrative
expenses, typing charges, venue charges shall be shared equally
between the parties and the same will be cost in the arbitral
proceeding.

5 Within 3 weeks of receiving communication from the
advocate for petitioner forwarding a copy of this order, the arbitrator
shall file with parties disclosure in writing as required under Section
11(8) read with section 12(1) of Arbitration and Conciliation Act,
1996.

6 Petition disposed accordingly.

(K.R.SHRIRAM,J)