

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

ARBITRATION PETITION (L) NO.15765 OF 2017

Mr. Vishwas Mahadeo Joshi Petitioner
Vs.
Shri Shivram Narayan Kelkar Respondent

Mr. Vinay M. Bhate for petitioner.
Mr. Vishwas M. Joshi, petitioner present in person.
Mr. Vishal Raman i/b. RVJ Associates for respondent.
Mr. Shivram N. Kelkar, respondent present in person.

CORAM : K.R.SHRIRAM, J.
DATE : 10th NOVEMBER, 2017

PC.:

1 The opposing counsel on instructions from their respective clients, viz., petitioner and respondent, who are present in Court state that they are ready and willing to go for arbitration in which the Arbitrator will also decide as to whether the parties have entered into settlement terms dated 4th October, 2015 and whether those terms are final and binding on parties and the effect of those terms.

2 Therefore, by consent, Mr. Rakesh N. Reddy, an Advocate practicing in this Court, having his office at Mittal Towers, 15th Floor, 154-A Wing, Nariman Point, Mumbai - 400 021 (Email ID-rakeshreddy121@gmail.com) is appointed as Sole Arbitrator to arbitrate on all disputes and differences, including counter claim, if any, between the parties arising out of or in connection with or relating to Partnership Deed dated 19th April, 2007.

3 The fees of the Arbitrator, administrative expenses, typing charges and venue charges to be shared equally between the parties, i.e., 50% by petitioner and 50% by respondent and the same shall be subject to cost in the arbitral proceedings.

4 The Arbitrator to communicate to the Advocate for petitioner with copy to respondent the disclosures as required under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 within two weeks of receiving a copy of this order from petitioner's Advocate or respondent's Advocates.

5 All rights and contentions of parties are kept open including respondent's rights to agitate that there is no dispute pending between the parties since they have been settled as per the settlement terms dated 4th October, 2015 and the arbitration agreement has already come to an end.

6 Liberty to apply.

7 Petition accordingly stands disposed.

(K.R. SHRIRAM, J.)