

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

ARBITRATION PETITION NO.48 OF 2016

Mr.Balasaheb Laxman DeshmukhPetitioner

V/s.

M/s.Saguna Poultry Farm LimitedRespondent

Mr.Prabhakar Jagdale for petitioner.

None for respondent.

CORAM : K.R.SHRIRAM,J

DATE : 6.10.2017

P.C.:-

1 Counsel for petitioner states that copy of this petition has been served upon the respondent. In fact, this is also confirmed by an order dated 7.6.2017 passed by this court.

2 The claim which the petitioner has against the respondent is for unpaid license fees under the leave & license agreement dated 23.4.2011. Counsel for the petitioner states that they had issued notice to the managing director of respondent on 11.3.2014 and requested the managing director to appoint sole arbitrator and indicate his name and place and address to the petitioner failing which petitioner will be constrained to approach High Court for appointment of the arbitrator. In response, the respondent has denied its liability and refused to appoint an arbitrator.

3 Mr.Jagdale appearing for petitioner states that Maharashtra Rent Control Act would not be applicable in considering the present application filed under Section 11 of the Arbitration & Conciliation Act in view of the provisions of section 3(1)(b) of the Maharashtra Rent Control Act. Section 3(1)(b) of the Maharashtra Rent Control Act provides “this act shall not apply to any premises let or sub-let to banks or any public sector undertakings or any corporation established by or under any Central or State Act, or foreign missions, international agencies, multinational companies and private limited companies and public limited companies having a paid up share capital of Rs.1 crores or more”. Mr.Jagdale has filed a further affidavit in support of the petition affirmed on 14.9.2017 to which a print out of company master data from MCA web site of respondent is annexed, from which it appears that the paid up share capital of the respondent is in excess of Rs.58 crores. Therefore, the Maharashtra Rent Control Act, 1999 will not be applicable.

4 Respondent as stated above though served has chosen not to appear in court or file appearance.

5 In the circumstances, petition is allowed in terms of prayer clauses-(a) & (b).

6 Mr.M.D.Keskar, Principal District Judge (retd.), having his address at Flat No.1, Dhankore Apartments, Kalpataru Nagar, Nasik-422011, Mobile no.9420676009 is appointed as sole arbitrator to adjudicate on the dispute arising out of, in connection with and relating to the leave and license agreement dated 23.4.2011 between the petitioner and the respondent.

7 The fees, administrative expenses, typing charges and venue charges if any, shall be shared between the petitioner and the respondent equally and the same will be cost in the arbitration.

Petition disposed.

(K.R.SHRIRAM,J)