

IN THE HIGH COURT OF BOMBAY AT GOA***APPLICATION FOR APPOINTMENT OF ARBITRATOR
NO. 13 OF 2018***

A and B Enterprises,

Rep. by its Partner, Ashish Barboza

... Applicant

Versus

Bennet and Bernard Customs Homes

Pvt. Ltd.

.... Respondent

Mr. Neelesh A. Takkekar, Advocate for the Applicant.

Mr. Y. V. Nadkarni and Mr. S. Kamat, Advocates for the Respondent.

Coram : N.M. Jamdar, J.

Date : 28 September 2018.

P.C.:

Heard the learned counsel for the parties.

2. The parties had entered into an agreement for construction of commercial-cum-residential building on 26 May 2017. The agreement contains the following arbitration clause.

“In event of any disputes/differences arising between the parties to this contract, the same shall be settled by Arbitration of a sole Arbitrator mutually agreed by the

parties hereto. The proceedings shall be as governed under the Arbitration and Conciliation Act, 1996. The venue of such Arbitration shall be Panjim-Goa and Courts in Panaji Goa alone shall have the jurisdiction.”

3. Disputes have arisen between the parties out of the said agreement. The Applicant gave notice for appointment of Arbitrator to the Respondent. Since the Arbitrator is not appointed, the application is filed. Notice was issued to the Respondent which has been served.

4. The learned counsel for the parties state that they have agreed on the name of the Arbitrator to be appointed and they have also tendered a declaration of the Arbitrator in terms of Section 12(1) (b) of the Act of 1996. The declaration is taken on record. The Arbitrator to arbitrate upon the disputes between the parties arising from the agreement in question.

5. The fees of the Arbitrator shall be shared equally by the parties subject to the outcome of the Arbitration. The application is disposed of in the above terms.

N.M. Jamdar, J.