

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

COMPANY PETITION NO.543 OF 2016

Select Cabs People Logistics Pvt. Ltd.)....Petitioner
V/s.

Transtreasure Services (India) Pvt. Ltd.)....Respondents

Mr.Chirag Mody a/w Mr.Parag Khandhar and Ms.Ankita Agrawala
i/by DSK Legal for petitioner.

[Mr.Akhilesh Mantri, Accounts Manager/authorized signatory of
petitioner present].

Mr.Ajit Anekar a/w Ms.Anushree Priyadarshani i/by Auris Legal for
respondent.

[Mr.Lawkesh Jain, Head Administration/authorized signatory of
respondent present].

CORAM : K.R.SHRIRAM,J

DATE : 24.4.2018

P.C.:-

1 After the petition was heard for some time, on the
suggestion of the Court, counsel appearing for petitioner and the
counsel appearing for company-Transtreasure Services (India) Pvt.
Ltd. agreed to see how the issues in the petition can be disposed,
particularly in view of petitioner having filed 2 applications under
section 11 of the Arbitration & Conciliation Act 1996.

2 The counsel today tender consent terms dated 24.4.2018
signed by one Mr.Akhilesh Mantri, Accounts Manager and one
Lawkesh Jain authorized representative of the company and their

respective advocates. Both, Mr.Mantri and Mr.Jain informed the Court that both have the authority to enter into consent terms and to refer the dispute to arbitration. Undertaking accepted.

3 The consent terms dated 24.4.2018 is taken on record and marked `X' for identification. The statements in paragraph nos.1, 4 & 5 on behalf of the company are accepted as undertakings to this Court by the respective parties.

4 Mr.Nimay Dave, an advocate practicing in this court is appointed as sole arbitrator to arbitrate on all disputes arising out of or in connection with or relating to the contracts/agreements which are subject matter of Arbitration Application No.119 of 2018 and Arbitration Application No.120 of 2018, including counter claim, as specifically stated in the consent terms.

5 The arbitrator shall make a disclosure in writing as required under Section 11(8) and 12(1) of the Arbitration & Conciliation Act 1996, directly to the parties.

6 Order in terms of consent terms. Company Petition stands disposed with liberty as sought in paragraph-2 of the consent terms.

7 Both, Mr.Mody and Mr.Anekar state that the Arbitration Application No.119 of 2018 and Arbitration Application No.120 of 2018 filed by petitioner be taken up by this court by consent and be disposed in view of what is recorded here in above and in view of undertaking given by petitioner in the consent terms. The counsel state that they have no objection even if these two applications do not form part of the assignment of this court. In view thereof, both the Arbitration Applications would stand accordingly disposed with no order as to costs.

(K.R.SHRIRAM,J)