

Santosh

IN THE HIGH COURT OF BOMBAY AT GOA
APPLICATION FOR APPOINTMENT OF
ARBITRATOR NO. 14 OF 2018

Shivganga Drillers Pvt. Ltd. Applicant.

Versus

National Centre for Antarctic and
Ocean Research. Respondent.

Mr. Varun Bhandarkar, Advocate for the Applicant.

Mr. M.U. Kenkre, Advocate for the Respondent.

Coram : M.S. Sonak, J.

Date : 25 January 2019.

P.C.:

Heard Mr. Varun Bhandarkar for the applicant and Mr.
M.U. Kenkre for the Respondent.

2. On 4 January 2019, the following order was made :

*“ This is an application under Section 11 of the
Arbitration and Conciliation Act, 1996.*

*2. There is no dispute in the present case that the
parties have agreed to refer their disputes to arbitration.
In fact, the learned Counsel for the parties suggest that
Mr. Pramod Kamat, retired District Judge be appointed
as an arbitrator.*

3. There is no difficulty in accepting the suggestion made by the learned Counsel for the parties and appointing Mr. Pramod Kamat as an arbitrator to arbitrate upon the disputes which have arisen between the parties.

4. The final appointment can, however, be made once the proposed arbitrator files his statement of disclosure as contemplated in the sixth schedule to the Arbitration and Conciliation Act, 1996.

5. Accordingly, the learned Counsel for the parties to serve a copy of this order on the proposed arbitrator, latest by 15 January 2019.

6. Place this matter for further consideration on 25 January 2019 so that, in the meanwhile, the proposed arbitrator can file his statement of disclosure as aforesaid.

7. S.O. to 25 January 2019.”

3. In pursuance of the same, the proposed arbitrator Mr. Pramod Kamat, Retired District Judge has filed a Statement of Disclosure, in which he has stated that there are no circumstances existing, warranting/affecting his ability to devote sufficient time to the arbitration and/or to dispose of the entire arbitration within 12 months. He has also stated that there are no circumstances to raise any justifiable doubts as regards his independence or impartiality, so also regards his qualification in relation to the subject matter in

dispute.

4. In the present case, there is no dispute that the Applicant and the Respondent are parties to the Agreement dated 5 November 2015. There is also no dispute that Clause 26 of this Agreement provides for reference of disputes to arbitration. The disputes have arisen between the parties and, therefore, there is no reason as to why the parties should not be relegated to resolution of such disputes by resort to arbitration.

5. As noticed in the previous Order dated 4 January 2019, the learned Counsel for the parties had themselves suggested the name of Mr. Pramod Kamat, retired District Judge, to be appointed as an Arbitrator. Mr. Pramod Kamat has filed the necessary statement of disclosure.

6. Accordingly, Mr. Pramod Kamat, retired District Judge, having office at the Ground Floor, Pelican Apartments, Altinho, Panaji, Goa is appointed as an Arbitrator to resolve the disputes which have arisen between the parties. The Arbitrator to arbitrate upon the disputes between the parties arising from out of the agreement in question.

7. The fees of the arbitrator shall be shared equally by the parties, subject to the outcome of the arbitration.
8. The Application is allowed in the aforesaid terms. In the facts and circumstances of the present case, there shall be no order as to costs.
9. All concerned to act on the basis of an authenticated copy of this order.

M.S. Sonak, J.