

Santosh

IN THE HIGH COURT OF BOMBAY AT GOA

***APPLICATION FOR APPOINTMENT OF
ARBITRATOR NO. 17 OF 2018***

M.N. Ninan. Applicant.

Versus

Bharat Sanchar Nigam Ltd. Respondent.

Mr. Rui Alberto Gomes Pereira, Advocate for the Applicant.

Mr. P.P. Singh, Advocate for the Respondent.

Coram : M.S. Sonak, J.

Date : 25 January 2019.

P.C.:

Heard learned Counsel for the parties.

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 aforesaid order, 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. Certain disputes have arisen between the parties in relation to the Agreement dated 13 May 1999. There is no dispute that the agreement, in its Clause 25, provides for resolution of the

disputes by reference to arbitration. 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 under the agreement in question.

5. The learned Counsel for the parties agree that disputes persist with regard to only two claims and, therefore, the learned Arbitrator to resolve the said two disputes which have arisen under the Agreement in question. The learned Counsel for the Applicant states that all that remains to be done in the matter is to make an award in respect of the two claims. Mr. P. P. Singh disputes this position. All these matters are left to the learned Arbitrator to decide on.

6. The fees of the arbitrator shall be shared equally by the parties, subject to the outcome of the arbitration.

7. The Application for Appointment of Arbitrator is allowed in the aforesaid terms. There shall be no order as to costs.

8. All concerned to act on the basis of an authenticated copy of this order.

M.S. Sonak, J.