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

ARBITRATION PETITION NO.110 OF 2018

Captions Outdoor Advertising	...	Petitioner
V/s.		
Central Railway	...	Respondent

Mr. Javed R. Patel, for the Petitioner.
Mr. T.J. Pandian, for respondent

CORAM : G. S. KULKARNI, J.

DATE : 25th September, 2019.

PC. :

1] Heard learned counsel for the petitioner and learned counsel for respondent.

2] This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, “the Act”), whereby the petitioner has prayed for appointment of an arbitral tribunal to adjudicate the disputes and differences between the parties as arisen under the agreement dated 16th December, 2015 for sole advertising rights. There is no dispute in regard to the existence of the arbitration agreement which is contained in clause No.17 of agreement, which reads thus:

“17. Disputes /Arbitration :

1] In the event of any question, dispute or difference arising under these

conditions or in connection with this contract (except as to any matters the decision or which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Gazetted Railway Officer, Central Railway to be appointed by the General Manager, Central Railway. The Gazetted Railway Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of his duties as Railway servant has expressed views on all the matters under dispute or difference. The award of the Arbitration shall be final and binding on the parties to this contract.

ii] In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the authority appointing the Arbitrator to appoint another Arbitrator in place of the outgoing Arbitrator in the manner aforesaid.

iii] It is further a term of this contract that no person appointed by the authority as aforesaid should act as Arbitrator.

iv] The cost of the arbitration shall be borne by the respective parties. The cost of arbitrator shall inter alia include fee of the arbitrator, as per the rates fixed by the Railway Administration from time to time.

v] Where the award is for payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made;

Vi] Subject as aforesaid, the Arbitration & Conciliation Act, 1996, and the rules there under and any statutory modifications thereof shall apply to the arbitration proceedings under this clause;

vii] The venue of arbitration shall be the place from which the acceptance

letter is issued/the contract agreement is signed or such other place as the Arbitrator at his discretion may determine;

viii] In this section the authority, to appoint the Arbitration includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise”.

3] Learned counsel for the parties are agreeable that the arbitral tribunal be appointed to adjudicate the disputes and differences between the parties. In view of the consensus between the parties, petition is required to be disposed of by following order.

Order

i] Mr.Pramod D. Ambekar, Retired District Judge, is appointed as the sole Arbitrator to adjudicate the disputes and differences between the parties, arising under the agreement dated 16th December, 2015;

ii] The sole arbitrator, fifteen days before entering the arbitration reference, shall forward a statement of disclosure as per the provisions of Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996, to the Registrar (Judicial-I) of this Court, to be placed on record of these applications with a copy to be forwarded to both the parties;

iii) At the first instance, the parties shall appear before the prospective arbitrator within 15 days from today at a date and time as may be fixed by the prospective arbitrator.

iv] The learned arbitrator shall endeavour to publish an award as expeditiously as possible and within the time limit as prescribed under Section 29-A of the Act;

v] The fees of the arbitral tribunal shall be as prescribed under the Bombay High Court (Fees Payable to Arbitrators) Rules, 2018;

vi) All contentions of the parties on merits of the matter are expressly kept open.

(vii) The Arbitration petition is disposed of in the above terms. No costs.

4] Office to forward a copy of this order to the learned Arbitrator on the following address:

“Mr.Pramod D. Ambekar,
Uttan-Gorai Road, Uttan, Bhayander (W.)
Dist. Thane, Pin – 401 106.
Mobile No. 9167740332 / 8422997401”

[G. S. KULKARNI, J]

corrected as per speaking to minutes of the order dated 15.10.2019