

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

Arbitration Petition No.77 OF 2019

M/s.Mulani Agro Foods.

...Petitioner

Versus

1.CPF (India) Pvt.Ltd.

....Respondent

Mr.Uday B.Nighot, for the Petitioner.-----
CORAM : G.S. KULKARNI**DATE : 18th September, 2019****PC.**

1. Heard Mr.Nighot, learned Counsel for the petitioner. By an order dated 20 June 2019, notice was issued to the respondents. Office report indicates that the respondent is served. Despite the service, the respondent is not appearing. Accordingly, the petition is taken up for hearing.

2. This is a petition filed under Section 11 of the Arbitration and Conciliation Act,1996, whereby the petitioner prays for appointment of an arbitral tribunal to adjudicate the disputes and differences between the parties which are stated to have arisen under the agreement dated 1 October 2013. Mr.Nighot, learned Counsel for the petitioner has drawn my attention to the arbitration agreement between the parties which is

contained in Clause 11 of the said agreement. Mr.Nighot has also referred to the notice issued on behalf of the petitioner dated 24 April 2019 invoking the arbitration agreement, to the respondent, with a request to nominate an arbitrator to adjudicate the disputes between the parties. This notice of the petitioner was replied by the Advocate for the respondent vide letter 23 May 2019 stating that the respondent is not agreeable to the names of the arbitrator as suggested on behalf of the petitioner. It was stated that however, the respondent would suggest the names of other arbitrators after mutual discussion. However, as there was no further response, this petition was filed by the petitioner praying for appointment of an arbitral tribunal.

3. Having heard the learned Counsel for the petitioner and having perused the averments as made in the petition and the documents on record, it clearly appears that there exists arbitration agreement between the parties as contained in Clause 11 of the agreement in question. Also there is invocation of the arbitration agreement. Respondent also does not deny existence of the arbitration agreement. In these circumstances, it would be necessary that the petition is allowed exercising jurisdiction under Section 11 of the Act. Hence, the following order:-

ORDER

(i) Smt. Justice R. P. Sondurbaldota (Retd.), is appointed as a sole Arbitrator to arbitrate the disputes and difference between the parties under the agreement dated 1 October 2013.

(ii) The learned prospective sole Arbitrator, fifteen days before entering the arbitration reference, shall forward a statement of disclosure as per the requirement of Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996, to the Registrar (Judicial-I), to be placed on record of this petition with a copy to be forwarded to both the parties.

(iii) The fees payable to the arbitral tribunal shall be governed in accordance with the fees prescribed under the Bombay High Court (Fees Payable to Arbitrators) Rules, 2018.

(iv) At the first instance, the parties shall appear before the prospective arbitrator within 10 days from today on a date which may be mutually fixed by the prospective sole arbitrator;

(v) All contentions of the parties are expressly kept open;

(vi) The application is disposed of in the above terms. No costs.

(vii) Office to forward a copy of this order to the learned Arbitrator on the following address:-

“Smt.Justice R. P Sondurbaldota (Retd.)
Survey No.99/1B, Ambegaon (Kh.),
Tal. Haveli, Dist. Pune 411 046.
Mobile No.9819821533”

(G.S.Kulkarni, J.)