

Arun

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 135 OF 2019

Ficus Pax Limited	...Petitioner
<i>Versus</i>	
Mahindra Cie Automotive Limited	...Respondent

Mr Zain Mukhi, *with Mr Chintan Shah, i/b Jay Vakil, for the*
Petitioner.
Ms Smiti Tewari, *i/b Khaitan Legal Associates, for the Respondent.*

CORAM: G.S. PATEL, J.
DATED: 25th November 2019

PC:-

1. The petition is under Section 29-A of the Arbitration and Conciliation Act 1996. The parties had an agreement dated 28th October 2015. This was a service contract. Disputes arose. The petitioner filed arbitration petition No. 64 of 2017 under Section 11 of the Arbitration Act. This Court made an order on that petition on 9th August 2017 referring the disputes to the sole arbitration of Mr Justice SR Sathe (retired Judge of this Court).

2. The learned sole arbitrator entered upon the reference to his arbitration on 30th August 2017. The matter went on before the learned sole arbitrator. The last session was some time in September

2018. There was no application for extension of time made thereafter.

3. Paragraph 5(o) of the petition at page 6 says that the petitioner was delayed for over a year in filing this petition under Section 29-A because the petitioner had some disputes with the previous advocate. That is unacceptable. In November 2019, a full year or more later, the matter is where the learned sole arbitrator was compelled to leave it on 26th September 2019.

4. This delay is in fact the ground raised by the respondent to oppose the petition.

5. Having regard to the fact that the arbitrator has done considerable work, I will extend time by a period up to the end of August 2020 but will exercise my discretion under Section 29-A(5) and put the claimant to certain terms and conditions, namely:

- (a) For the remainder of the arbitration it is the claimant that will bear and pay the full fees of the arbitrator and all costs of venue and other incidental charges.
- (b) This amount payable by the claimant will not be subject to any claim for costs, adjustment of these expenses, or any reckoning, reduction or credit for these costs in the final award.
- (c) The claimant will not be entitled to seek any adjournment before the learned sole arbitrator under

any circumstances whatsoever barring an absolute emergency.

6. The petition is disposed of in these terms.

(G. S. PATEL, J)