

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION (L) NO.341 OF 2019**

Siddhi Rent A Car Pvt. Ltd. And Ors.	...	Petitioners
versus		
Mahindra and Mahindra Financial Services Ltd.	...	Respondent

Mr. R. Khan I/by Mr. Vivek V. Phadke, for Petitioners.
Ms. Neeta Jain I/by Ms. Priya Crasto, for Respondents.

CORAM: S.J. KATHAWALLA, J.

DATE: 29th MARCH, 2019

P.C.:

1. Heard the learned Advocates appearing for the parties and the following order is passed by consent :

(i) The mandate of Mrs. Samindara R. Surve, Advocate, who was appointed as an Arbitrator stands terminated and the orders passed by the learned Arbitrator are set aside.

(ii) Mr. Minoo Siodia, Advocate is appointed as the sole Arbitrator to decide the disputes between the parties arising out of all the 33 Agreements entered between them. Though, the hearing may take place together, the Contract shall be treated as 33 References.

(ii) The learned Arbitrator shall file his disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration and Conciliation Act, 1996 as amended by the

Arbitration and Conciliation (Amendment) Act, 2015 (3 of 2016) within a period of one week from today.

(iii) The parties and/or their Advocates shall appear before the learned Arbitrator in his chambers, on 3rd April, 2019 at 11.00 a.m., and obtain necessary directions.

(iv) The learned Arbitrator shall dispose of the Petition under Section 17 of the Act within a period of one week from today.

(v) The learned Arbitrator shall endeavour to pass his final Award on or before 31st December, 2019.

(vi) The learned Arbitrator shall not grant adjournments to the parties unless absolutely necessary.

(vii) All contentions of the parties are kept open.

(viii) The cost of arbitration shall initially be borne by the parties equally.

(ix) The venue of Arbitration shall be at Mumbai.

(x) In view of this order, the above Arbitration Petition is disposed of.

(S.J.KATHAWALLA,J.)