

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM ARBITRATION APPLICATION NO. 140 OF 2019**

ENE 2 END Entertainment Pvt Ltd	...Applicant
<i>Versus</i>	
World Renewal Spiritual Trust & Ors	...Respondents

Mr Ravindra Suryawanshi, *i/b Ashok V Mate, for the Applicant.*
Mr Kirit Hakani, *with Daksha Raghani & Niyati Hakani, Aksha*
Chugh & Sunil Boke, i/b Haridas & Co., for the Respondents.

CORAM: G. S. Patel, J.
DATED: 5th November 2019

PC:-

1. Heard.

2. There are many things in this application, including its maintainability, that would ordinarily need to be addressed. I am less than impressed by the conduct of the Claimant/Petitioner as well.

3. However, both parties have today agreed before me that they will refer their disputes and differences that were previously before a learned Sole Arbitrator to the Sole Arbitration of Mr Justice Anoop V Mohta (retired Judge of this Court).

4. To assist the learned Sole Arbitrator some directions may be necessary without in any way intending to limit the authority or discretion of the learned Sole Arbitrator. The time for arbitration will commence from the date Mr Justice Mohta enters upon the reference. Parties before me immediately agree here and now to a further extension of six months should the learned Sole Arbitrator so require. The stage of the proceedings is that a Statement of Claim, Written Statement and Counter Claim and a Reply to this Counter Claim have already been filed. These will be re-tendered before the learned Sole Arbitrator. I am informed that the Claimant has proposed an amendment application to the Statement of Claim or to his Reply to the Counter Claim or perhaps both. He is at liberty to make an application to the learned Sole Arbitrator. All contentions are kept open in that behalf.

5. For compliance, the Statement of Disclosure under Section 11(8) read with Section 12(2) by the learned Sole Arbitrator is to be sent to the Prothonotary & Senior Master of this Court, and kept with the papers. Copies are to be given to both sides.

6. The question of the Arbitral Tribunal's fees is left to be decided by the Tribunal.

7. One of the difficulties in this matter is that the Claimant's representative Mr Gangatkar insists on appearing himself. He has attempted this even in Court today at the hearing of this Petition although he has engaged an Advocate. I made it clear to him that he has no such entitlement and there is no exemption in our Rules for

him. Once he has engaged an Advocate he cannot address the Court.

8. Mr Hakani points out that much of the delay caused to the previous Arbitral Tribunal was on account of the Claimant insisting on filing repeated applications in person, all of which had to be dealt with. I am particularly mindful of the wholly improper and unacceptable wording of the Claimant's communication of 5th October 2017 at pages 104 to 108. A copy of this was sent to the previous Sole Arbitrator. Paragraph 8 of this communication is worded without any regard to the implications of what is being said and perhaps without any understanding of what is being suggested against the Arbitrator. The Claimant's representative, Mr Sandeep Gangatkar is present in Court. He agrees and undertakes that throughout the arbitration proceedings he will be represented by his Advocate Mr Suryawanshi who appears today. I will accept this as undertaking to the Court. If there is any change in Advocate, it will only be with the leave of the learned Sole Arbitrator and not otherwise.

9. The Commercial Arbitration Application is disposed of. There will be no order as to costs.

(G. S. Patel, J)