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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION PETITION (L.) NO.743 OF 2019

Satyabrata Bidyadhar Pradhan	..Petitioner
Vs.	
The Union of India & Ors.	..Respondents

Mr.Abhishek Tripathi i/b. Mr.C.K. Tripathi for Petitioner.
Mr.T.J. Pandian for Respondents.

CORAM : G.S. KULKARNI, J.

DATE : 18th JULY, 2019

P.C.:

Heard Mr.Tripathi, learned Counsel for the petitioner and Mr.Pandian, learned Counsel for the respondents.

2. This is a petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (for short, “the Act”) whereby the petitioner has prayed for interim reliefs pending the arbitral proceedings. Disputes and differences between the parties have arisen under the Pay and Park Contract as awarded by the respondents to the petitioner under Tender Notice dated 1 March 2017. It is not in dispute that the pay and park contract was awarded to the petitioner and was terminated by the respondents vide letter dated 24 June 2019. It is stated that in pursuance of the termination of the contract, on 27 June 2019

possession of the parking area has also been taken over by the respondents. Further steps are also taken by the respondents to invite quotations from the third parties which are to be opened from 24 July 2019. The petitioner has prayed for relief that no coercive action shall be adopted against the petitioner in respect of the parking area, which appears to be already taken.

3. Be that as it may after this petition was heard for sometime, learned Counsel for the petitioner would submit that his client is agreeable that the disputes and differences between the parties be referred for arbitration by appointing an arbitral tribunal. Mr.Pandian, learned Counsel for the respondents, on instructions would also have objection for appointment of an arbitral tribunal.

4. Learned Counsel for the petitioner contends that this petition filed under Section 9 of the Act be permitted to be converted into Section 17 application.

5. In the above circumstances, the petition would not warrant further adjudication. It can be disposed of by appointing an arbitral tribunal as agreed between the parties. Hence, the following order:-

ORDER

- (i) Mr.Vaibhav A. Sugdare, Advocate of this Court, is appointed as a prospective sole Arbitrator to arbitrate the disputes and differences between the parties under the Pay and Park Contract;
- (ii) The learned sole prospective 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 Prothonotary & Senior Master of this Court, to be placed on record of this petition with a copy to be forwarded to both the parties;
- (iii) Arbitration Petition (L.) No.743 of 2019 filed under Section 9 of the Act is permitted to be converted into an application under Section 17 of the Act to be adjudicated by the arbitral tribunal. The petitioner is permitted to make additional prayers and averments in the Section 17 application;
- (iv) At the first instance, the parties shall appear before the prospective arbitrator within 15 days from today on a date which may be mutually fixed by the prospective sole arbitrator;
- (v) All contentions of the parties on merits of the disputes as also on the Section 17 application are expressly kept open;
- (vi) The fees payable to the arbitral tribunal shall be in accordance with the Bombay High Court (Fee Payable to the Arbitrators) Rules,

2018;

(vii) The above petition under Section 11 of the Act as also Section 9 petition are disposed of in the above terms. No costs.

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

“A1/A2, Fort Chambers, 4th Floor, Above Stock Exchange,
Post Office, Ambalal Doshi Marg, Fort, Mumbai – 400 001.
Mob.: 9892040944 / 8369190913
E-mail: vasugdare@gmail.com”.

7. It is clarified that the observations as made by this Court in the present order are prima-facie. All contentions of the parties on merits of the matter are expressly kept open.

[G.S. KULKARNI, J.]