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

COMMERCIAL ARBITRATION APPLICATION NO.244 OF 2018

EPCOS India Private Limited	..Applicant
Vs.	
Global Energy Private Limited	..Respondent

Mr.Rohan Kelkar with Mr.Sujit Lahoti and Mr.Arun Unnikrishnan i/b.
M/s.Crawford Bayley & Co. for Applicant.
Mr.Abhishek Adke for Respondent.

CORAM : G.S. KULKARNI, J.

DATE : 23rd JANUARY, 2019

P.C.:

Heard learned Counsel for the applicant and learned Counsel for the respondent.

2. This is an application under Section 11 of the Arbitration and Conciliation Act, 1996 (for short, "the ACA") whereby the applicant has prayed for appointment of an arbitrator to adjudicate the disputes and differences between the parties arising out of Power Supply Facilitation Agreement dated 2 April 2014 read with First Addendum dated 31 July 2014 and Second Addendum dated 7 August 2017.

3. Learned Counsel for respondent on instructions fairly states that his client is agreeable for appointment of an arbitrator.

4. Accordingly by consent of the parties, the petition is disposed of in the following terms:-

ORDER

- (i) Mr.Akash Rebello, Advocate, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the Power Supply Facilitation Agreement dated 2 April 2014 read with First Addendum dated 31 July 2014 and Second Addendum dated 7 August 2017;
- (ii) The learned 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 application with a copy to be forwarded to both the parties;
- (iii) Learned Counsel for the parties agreed that the venue of the arbitration shall be at Mumbai.
- (iv) Office to forward a copy of this order to the learned Arbitrator.
- (v) All contentions of the parties on merits of the matter are expressly kept open.
- (vi) The application is disposed of in the above terms. No costs.

[G.S. KULKARNI, J.]