

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO 379 OF 2019**

Zaibunnisa Mohd Yaqub Khan	...Applicant
<i>Versus</i>	
Anees Yaqub Khan & Ors.	...Respondent

Mr Nitesh Acharya, *for the Applicant.*
Mr Pradeep Thorat, *for the Respondent Nos. 1 to 7.*

CORAM: G.S. PATEL, J.
DATED: 4th December 2019

PC:-

1. No settlement is possible. Although the matter is shown under the caption of settlement, parties agree that the matter be taken up for disposal. By consent, it is so taken up.

2. Both sides agree to leave the nomination of an arbitrator to this Court.

3. Between the parties there was conveyance dated 18th October 2007. This itself contains an arbitration clause. This is to be read with the supplementary deed of conveyance dated 8th December 2014. Copies of these documents are annexed. The relevant clause for arbitration is clause 24 which reads thus:

“24. All disputes and differences between the parties hereto in connection with or arising out of this Supplementary Deed of conveyance including the interpretation of any term or condition hereof either during the subsistence of this Agreement for Transfer or subsequent thereto, shall be referred to arbitration which shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or its statutory modifications for the time being in force. The Arbitration shall be held in Mumbai and the Courts of Mumbai shall alone have jurisdiction in the....”

4. I nominate Mr Astad Randeria, learned advocate of this Court as a sole arbitrator to decide the disputes and differences between the parties arising out of these two documents.

(a) **Appointment of Arbitrator:** Mr Astad Randeria, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.

(b) **Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Applicant within one week from today of the order being uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned

Sole Arbitrator at the following postal and email addresses:

Arbitrator/s Mr Astad Randeria, Advocate

Address 105, Prospect Chambers, Dr DN Road, Fort,
Mumbai 400 001

Mobile 98206 37779

Email astadranderia@gmail.com

- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward his statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Prothonotary and Senior Master of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently in advance of his entering upon the reference to his arbitration. That statement will be retained by the Prothonotary & Senior Master on the file of this application. Copies will be given to both sides.
- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as he nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.

(e) Contact/communication information of the parties:

Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.

(f) Interim Application/s:

- (i) Liberty to both sides parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.
- (ii) Any existing petition under Section 9 will be pursued as an application under Section 17 of the Act. Leave to the parties to apply to the learned sole arbitrator for directions regarding filing of affidavits.
- (iii) Every such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

- (g) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (h) **Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.
- (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.
- (j) **Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.

5. The arbitration application is disposed of in these terms. No costs.

(G. S. PATEL, J)