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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION PETITION (L) NO. 1202 OF 2019**

Goregaon Nav Nirmata Cooperative Housing Society Ltd

...Petitioner

Versus

Jitubhai Barot Sole Propreitor of Sahajanand Developers

...Respondent

Mr Amrut Joshi, *with Mr Tushar Gujjar, Mr Deepak Singh and Mr Abhishek Tanna, i/b Solicis Lex, for the Petitioner.*

Dr Birendra Saraf, *with Mr Rohan Sawant, Mr Yogesh Adhia and Mr Laxman Jain, for the Respondent.*

CORAM: G.S. PATEL, J.

DATED: 11th November 2019

PC:-

1. Heard.

2. By consent and since the respondents have given a choice of three advocates of this court as sole arbitrators, Mr Piyush Raheja, Advocate, is appointed as a sole arbitrator to decide the disputes and differences between the parties arising out of the agreement dated 27th August 2007. The arbitration clause 46 at page 101 will govern the arbitration.

(a) **Appointment of Arbitrator:** By consent, Mr Piyush Raheja, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator.

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

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

(ii) In addition, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator within one week of the order being uploaded, at the following postal and email addresses:

Arbitrator/s Mr Piyush Raheja, Advocate

Address C/o Gaurav Joshi, 3rd Floor,
Behramji Mansion, Sir PM Road,
Fort, Mumbai 400 001

Mobile 9833385091

Email rahejapuiyush@gmail.com

(c) **Disclosure:**

(i) 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 on the file of this application. Copies will be given to both sides.

- (ii) In fairness it is pointed out that the proposed learned sole arbitrator used to be a chamber colleague of the learned Advocate for the petitioners. Dr Saraf on instructions from the legal officer of the respondents states that the respondents have no objection to the appointment of the proposed learned sole arbitrator and that this past will not be used as a ground to challenge the appointment of the arbitrator. The statement is noted and accepted.
- (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 id.

- (f) **Interim Application/s:** Liberty to the parties to make an interim application or interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator. Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit. The present petition under Section 9 is to be treated as an application under Section 17 of the Arbitration and Conciliation Act, 1996. Affidavit in Reply tendered today and taken on file will be treated as an Affidavit in Reply to the Section 17 application. liberty to the parties to file further affidavits subject to the directions and leave granted by the learned sole arbitrator.
- (g) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fees 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.
- (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.

(k) **Contentions kept open.** Rival contentions are kept open and will be unaffected by any observations in this order.

3. The Arbitration Petition is disposed of in these terms. There will be no order as to costs.

4. All contentions are left open.

(G. S. PATEL, J)