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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION  
COMM ARBITRATION APPLICATION (L) NO. 436 OF 2019**

|                                      |               |
|--------------------------------------|---------------|
| Geo Chem Laboratories Pvt Ltd        | ...Applicant  |
| <i>Versus</i>                        |               |
| Industrial Development Bank of India | ...Respondent |

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**Mr Suddhasattwa Roy, i/b Vis Legis Law Practice, for the Applicant.**  
**Mr Shadad Khan, i/b IndiaLaw LLP, for the Respondent.**

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**CORAM: G.S. PATEL, J.**  
**DATED: 11th November 2019**

**PC:-**

1. The disputes between the parties arise under a Memorandum of Understanding dated 22nd December 2007. The arbitration agreement is in Article 'XV', clause 15.1.2 which reads thus:

“15.1.2. The Parties do hereby agree that any claim, controversy, or other dispute between them relating to this MoU or its interpretation, will be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (“Act”). The arbitration hearings, proceedings and all meetings held pursuant to this Clause shall be held in Mumbai, India and shall be conducted in English. The arbitration shall be conducted by a single arbitrator who shall be jointly appointed by the Parties. In the event that the Parties shall fail to agree on the choice of

arbitrator within 15 (fifteen) days after the date of a written demand made by any of the Parties for such appointment, a single arbitrator shall be appointed in accordance with the provisions of the Act. The decision/award of the arbitrator shall be in writing and shall be rendered within 5 (five) days after the completion of the arbitration proceedings. The decision of the arbitrator shall be final and binding upon the Parties both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The expenses of the arbitrator shall be shared equally by the Parties, and each Party shall bear its own legal costs, unless the arbitrator determine in their award that their expenses, and/or the legal costs, shall be otherwise assessed.”

2. Clause 15.1.1 of the agreement says that the Courts in Mumbai alone will have jurisdiction.
3. Parties agree that the choice of the sole arbitrator be left to the Court. There is no impediment to the appointment of arbitrator.
4. The Arbitration Application is made absolute in terms of prayer clause (a).
5. By consent, Ms Alpana Ghone, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator. Hence the following

ORDER

(a) **Appointment of Arbitrator:** By consent, Ms Alpana Ghone, 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 today of the 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 Ms Alpana Ghone , Advocate**

*Address*

Blaze Business Centre, Birla  
Mansion, NGN Master Road,  
Mumbai 400 023

*Mobile*

+91 98210 87963

*Email*

alpanaghone@hotmail.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 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 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.
- (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.

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

(G. S. PATEL, J)