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

COMMERCIAL ARBITRATION PETITION NO.1229 OF 2018

L & T Housing Finance Ltd	...	Petitioner
V/s.		
Omprakash Mittal and 4 ors	...	Respondents

**ALONGWITH
COMMERCIAL ARBITRATION APPLICATION (L) NO.223 OF 2019**

L & T Housing Finance Ltd	...	Petitioner
V/s.		
Omprakash Mittal and 4 ors	...	Respondents

Mr.Faisal Sayyed a/w Mr. Hassan F. i/by Manilal Kher
Ambalal & Co., for the Petitioner.
Mr. Venkatesh Dhond Senior Advocate a/w Manasvi Nanda
i/by Jayesh Mestry, for respondent Nos. 1 to 4.

CORAM : G. S. KULKARNI, J.

DATE : 18th June 2019.

P.C. :

1] Commercial Arbitration Petition No.1229 of 2018 is filed under Section 9 of the Arbitration and Conciliation Act, 1996 (for short, "ACA"), whereby the petitioner has prayed for interim measures pending the arbitral proceedings.

2] Commercial Arbitration Application (L) No.223 of 2019 is filed under Section 11 of the ACA, whereby the petitioner has prayed that the

arbitral tribunal be appointed to adjudicate the disputes and differences between the parties as arisen under the Deed of Guarantee dated 11th August, 2015 read with Facility agreement dated 11th August, 2015.

3] It is informed that under the Facility Agreement dated 11th August, 2015, parties are already before the arbitral tribunal and learned arbitrator is seized with the proceedings. Learned counsel for both the parties submit that the disputes and differences as arisen under the Deed Agreement dated 11th August, 2015, be also referred to the same arbitrator, who is undertaking an arbitration on disputes as arisen between the parties under the Facility Agreement. It is also submitted by learned counsel for petitioner that Section 9 petition be permitted to be treated as an application under Section 17 of the Act, to be adjudicated by the arbitral tribunal. Learned counsel for respondent has no objection to the suggestion as made on behalf of the petitioner.

4] In view of the above consensus between the parties, these proceedings are disposed of by the following order:-

Order

i] Mr. Vishal Kanade, advocate of this Court, is appointed as the prospective sole Arbitrator to adjudicate the disputes and differences between the parties, arising under the agreement deed of guarantee dated 11th August, 2015;

ii] The prospective sole arbitrator, fifteen days before entering the arbitration reference, shall forward a statement of disclosure as per the provisions 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) At the first instance, the parties shall appear before the prospective arbitrator within 10 days from today at a date and time as may be fixed by the prospective arbitrator;

v] The Petition filed under Section 9 of the ACA is permitted to be treated as an application under Section 17 of the ACA.

vi] Both parties are permitted to file additional affidavits before the arbitral tribunal, if they so desire;

iv] The learned prospective arbitrator shall endeavour to publish an award as expeditiously as possible and within the time limit as prescribed under Section 29-A of the Act;

v) The arbitral Tribunal shall endeavour to adjudicate application under Section 17 of the ACA as expeditiously as possible preferably within a period of six weeks from the date of presentation of such application;

vi] The fees of the arbitral tribunal shall be as prescribed under the Bombay High Court (Fees Payable to Arbitrators) Rules, 2018;

(v) All contentions of the parties on merits of the matter are expressly kept open;

(vi) The Arbitration petition is disposed of in the above terms. No costs.

5] Office to forward a copy of this order to the learned Arbitrator on the following address:-

Gundecha Chamber, 1st floor,
Opp. Milan Cafe,
Nagindas Mehta Road,
Fort, Mumbai 400 001.

Mobile No.9819668711.

[G. S. KULKARNI, J]