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

COMMERCIAL ARBITRATION APPLICATION NO.355 OF 2018

Schneider Electric India Private Limited	..Applicant
Vs.	
Anacon Process Control (Private) Limited	..Respondent

Mr.Vijay Purohit, Mr.Sanket Ghag, Mr.Priyank Galav i/b. P & A Law
Offices for Applicant.

Ms.Fatima Barodawalla i/b. M/s.Raval Shah & Co. for Respondent.

CORAM : G.S. KULKARNI, J.

DATE : 5th MARCH, 2019

P.C.:

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

2. This is an application under Section 11 (6) of the Arbitration and Conciliation Act, 1996 (for short, “the ACA”) whereby the applicant seeks appointment of a sole arbitrator to adjudicate the disputes and differences between the parties which are stated to have arisen in relation to Techno Commercial Proposal Document, Automation System for Wester Region Pipelines at IOCL, Gauribad (Rajkot), one purchase order dated 30 April 2014, and three purchase orders dated 29 October 2014.

3. The arbitration agreement between the parties is contained in clause 15 of annexure-A which reads thus:-

“15. Arbitration

The Contract shall be governed by and interpreted in accordance with the laws of India for every purpose. The parties agree that, any and all disputes, claims, controversy or causes of action “Dispute” which the parties are unable for any reason after negotiations, shall be completely and finally settled by submission of any such Dispute to Arbitration under the rules conciliation and arbitration of The Arbitration and Conciliation Act, 1996 (“IAC”) then in effect. For resolution of any dispute, each party shall appoint, one arbitrator and the third arbitrator, who shall act as Presiding Officer will be appointed by the selected two Arbitrators. Any Arbitration proceeding shall take place at Mumbai. The language of Arbitration shall be English. Any award made by the Arbitrators shall be final and binding on the parties. The Contract shall be subject to the exclusive jurisdiction of appropriate court of Mumbai jurisdiction for the purpose only of compelling compliance with the above arbitration provisions and for enforcement of any arbitration award made in accordance with the above provisions.”

4. The Advocates for the applicant by their letter dated 25 July 2018 addressed to the respondent, invoked the arbitration agreement informing that the disputes have arisen between the parties, inter-alia on an outstanding amount of Rs.83,73,149/- as due and payable by the respondent to the applicant. As there was no concurrence on the part of respondent, present application has been filed. After the application was heard for sometime, learned Counsel for the parties on instructions state that the respondent is agreeable for appointment of an arbitrator.

5. In view of the above consensus, the application is required to be disposed of. Hence, the order:-

ORDER

- (i) Mr.Rashmin Khandekar, Advocate of this Court, is appointed as a prospective sole Arbitrator to arbitrate the disputes and differences between the parties which are stated to have arisen in relation to Techno Commercial Proposal Document, Automation System for Wester Region Pipelines at IOCL, Gauribad (Rajkot), one purchase order dated 30 April 2014, and three purchase orders dated 29 October 2014;
- (ii) The learned prospective sole 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) At the first instance, the parties shall appear before the prospective arbitrator within 15 days from today on a date which may be mutually fixed by the prospective sole arbitrator;
- (iv) All contentions of the parties on merits of the disputes are expressly kept open;

- (v) The application is disposed of in the above terms. No costs.
- (vi) Office to forward a copy of this order to the prospective Arbitrator on the following address:

address: 11C, Examiner Prem Building, 1st floor, Dalal
Street, Kala Ghoda, Fort, Mumbai – 400 001.

Contact No. 022-22650121.

[G.S. KULKARNI, J.]