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

**COMMERCIAL ARBITRATION PETITION NO.201 OF 2019**

Ancile Investment Company Ltd. ... Petitioner

V/s.

Dr. Amin Controllers Private ltd.  
and ors ... Respondents

- Mr. Zal Andhyarujina a/w Mr. Ankur Khandelwal, Mr. Sidhant A. Kaushik i/by Kochar & Co.for petitioner.
- Ms. Neeta Jain i/by Praful D. Gandhi, for respondent No.1.
- Mr. Mustafa Doctor, Senior Advocate a/w Mr. Jehangir Jeejeebhoy a/w Mr. Pranay Mangharam, Ms. Aayushi Jain i/by MZD legal consultancy, for respondent No.2.

**CORAM : G. S. KULKARNI, J.**

**DATE : 20<sup>th</sup> MARCH, 2019.**

**P.C. :**

1] Heard Mr. Zal Andhyarujina, learned counsel for the petitioner, Ms. Neeta Jain, learned counsel for the respondent No.1 and Mr. Mustafa Doctor, Senior Advocate, for respondent No.2.

2] This petition is filed under Section 9 of the Arbitration and Conciliation Act, (for short, “ACA”), whereby the petitioner prays for interim reliefs pending arbitral proceedings. This petition was heard from time to time as also there are orders which passed by this Court, including orders granting some ad-interim protection to the petitioner.

3] The issue which was raised at the relevant time was concerned

with the goods (rice) as stored in the ware-house belonging to respondent No.1 and subject matter of the contractual dispute between the parties.

4] Learned counsel for the parties, on instructions, are agreeable that the disputes and differences as arising under the Warehousing and Collateral Agreement dated 10<sup>th</sup> August, 2015, as executed between respondent Nos. 1, respondent No.2 and the petitioner, be referred to arbitral tribunal by appointing an arbitrator. Learned counsel for the parties are also agreeable that this petition under Section 9 of the ACA, be treated as an application under Section 17 of the ACA to be adjudicated by the arbitral tribunal. Learned counsel for the parties submit that all contentions of the parties including on merits of the disputes be expressly kept open.

5] In view of the above consensus between the parties, this petition is required to be disposed of. Hence, the following order.

#### Order

i) Dr. Abhinav Chandrachud, advocate of this Court, is appointed as prospective sole arbitrator, to adjudicate the disputes and differences as arising between the parties under the Warehousing & Collateral Agreement dated 10<sup>th</sup> August, 2015, executed between respondent Nos. 1 & 2 and the petitioner.

ii) The prospective sole arbitrator, one week 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 ACA, 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) This petition under Section 9 of the ACA, along with the pleadings, is permitted to be treated as an application under Section 17 of the ACA, to be adjudicated by the learned sole arbitrator.

iv) Considering the nature of the reliefs as prayed for, the arbitral tribunal shall endeavour to adjudicate application under Section 17 of the ACA as expeditiously as possible preferably within a period of 15 days from the date of the first meeting.

v) At the first instance, the parties shall appear before the prospective arbitrator within one week from today at a date and time as may be fixed by the prospective arbitrator.

vi) All the contentions of the parties, including the contention on jurisdiction of the arbitral tribunal and on merits of the disputes are expressly kept open.

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

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

407, Gundecha Chambers,  
Nagindas Master Road,  
Fort, Behind Kandeel Restaurant,.  
Mumbai.

Mobile No.7506641199

7]           Considering the ad-interim orders as passed in this petition, in the mean time, till the Section 17 Application is decided by the arbitral tribunal, the parties shall maintain status quo in regard to stock of rice as lying in the Ware-house of respondent No.1.

8]           The petitioner is at liberty to prepare paper book of this proceedings to be submitted before the Arbitral Tribunal.

**[G. S. KULKARNI, J]**