

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION  
COMM ARBITRATION PETITION NO. 276 OF 2020**

Equanimity Ventures Trust ...Petitioner  
*Versus*  
Dr Store Healthcare Services Private Limited & ...Respondents  
Ors

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**Mr Ankit Lohia**, *with Mr Deepakar Livingston and Mr Abhishek Pai,*  
*i/b IC Legal, for the Petitioner.*  
**Dr Abhishek Chandrachud**, *i/b Bulwark Solicitors, for the*  
*Respondent.*

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**CORAM: G.S. PATEL, J**  
**(Through Video Conference)**  
**DATED: 17th December 2020**

**PC:-**

Shephali  
Mormare

Digitally signed  
by Shephali  
Mormare  
Date: 2020.12.18  
10:17:38 +0530

1. Heard through video conferencing.
2. By consent the disputes and disputes between the parties under the Share Subscription Agreement and the Shareholders Agreement dated 7th December 2018 ( both of which are agreed to be read as one) will be referred to the sole arbitration of Mr Ranjeev Carvalho, learned Advocate of this Court.

3. The present Section 9 Petition will be moved for all purposes including an order of disclosure before the learned sole Arbitrator. He is requested to dispose of the Section 17 application at his earliest convenience and, preferably on or before 19th February 2021.

### **TERMS OF APPOINTMENT**

(a) **Appointment of Arbitrator:** By consent, Mr Ranjeev Carvalho, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Share Subscription Agreement and Share Holders Agreement dated 7th December 2018

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

- (i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Petitioner within one week from the date this order is uploaded.
- (ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

**Arbitrator      Mr      Ranjeev      Carvalho,**  
**Advocate**

*Address*              C/o Dr Birendra Saraf,  
302, Oval House,  
Off. NM Road, Fort  
Mumbai 400 001

*Mobile*                90041 04918

*Email*                      ranjeev@furlegal.com

- (c) **Disclosure:** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Petitioners will arrange to file the original statement in the Registry. If the statement is forwarded in soft copy, a print out of the covering email is also to be filed in the registry.
- (d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator 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. The information is to include functional email addresses and mobile numbers.
- (f) **Section 16 application:** The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.
- (g) **Interim Application/s:**

- (i) Liberty to the parties to make an interim application or interim applications including (but not limited to) 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.
  - (ii) The present Petition under Section 9 of the Arbitration Act will be treated, heard, and disposed of as an application under Section 17 of the Act. All affidavits filed in the Section 9 petition will be treated as affidavits filed in the Section 17 application. Liberty to apply to the learned Sole Arbitrator for leave to file further affidavits.
  - (iii) The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.
- (h) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (i) **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 in the first instance.

- (j) **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.
- (k) **Venue and seat of arbitration:** Parties agree that the venue and seat of the arbitration will be in Mumbai.
- (l) **Procedure:** These directions are not in derogation of the powers of the learned Sole Arbitrator to decide and frame all matters of procedure in arbitration.

4. The Commercial Arbitration Petition is disposed of in these terms. No costs.

5. This order will be digitally signed by the Private Secretary of this Court. All concerned will act on production of a digitally signed copy of this order.

(G. S. PATEL, J)