

Shephali

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM ARBITRATION APPLICATION (L) NO. 156 OF 2020**

Fundtonic Services Pvt Ltd ...Applicant
Versus
Kaniz Fatima Khustar Abbas & Ors ...Respondents

Mr Yakshay Chheda, *with Mr Siddhesh Bhole, Ms Krupashree
Sawant, i/b SSB Legal & Advisory, for the Applicant.*
Mr VT Dubey, *i/b VT Dubey for the Respondents.*

CORAM: G.S. PATEL, J
(Through Video Conference)
DATED: 14th September 2020

PC:-

1. Heard through video conferencing.
2. By consent, the disputes and differences between the parties arising from the Leave and License Agreement dated 31st October 2018 are referred to the sole arbitration of Mr Rohan Savant, learned Advocate of this Court, on the terms set out below.
3. The petition is disposed of accordingly. No costs.

Shephali
Mormare

Digitally signed
by Shephali
Mormare
Date: 2020.09.16
11:14:05 +0530

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

TERMS OF APPOINTMENT

- (a) **Appointment of Arbitrator:** By consent, Mr Rohan Savant, learned Advocate is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties arising from the Leave & License Agreement dated 31st October 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 Applicant within one week from today of the order being uploaded.
- (ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Arbitrator/s **Mr Rohan Savant, Advocate**

Address 301, 3rd Floor, Rustom Building
Veer Nariman Road, Fort
Mumbai 400 023.

Phones +91 98331 26212,
+9122 4979 7642

Email rohanranjitsavant@gmail.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 by the Prothonotary & Senior Master 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 address.
- (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 both sides 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 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) All contentions are left open.

(G. S. PATEL, J)