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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION (L) NO. 2740 OF 2020**

Ichibaan Automobiles Private Limited ...Applicant
Versus
Shree Agencies Private Limited ...Respondent

Mr Vivek Kantawala, *with Mr Amey Patil & Mr Arpit Solanki, i/b
Vivek Kantawala & Co, for the Applicant.*
Mr Prakul Khurana, *with Mr R Sharma & MR Uttam Rane, i/b
Uttam Rane, for the Respondent.*

CORAM: G.S. PATEL, J
(Through Video Conference)
DATED: 11th September 2020

PC:-

1. Heard through video conferencing.
2. By consent, the disputes and differences between the parties arising out from the agreement dated 16th March 2015 read with its amendment by letter dated 1st September 2018 are referred to the sole arbitration of the Hon'ble Mr Justice Manoj Sanklecha (retired).
 - (a) **Appointment of Arbitrator:** By consent, the Hon'ble Mr Justice Manoj S Sanklecha (retired), is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.

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(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	The Hon'ble Mr Justice Manoj S Sanklecha, <i>Retired Judge of this Court</i>
<i>Address</i>	311, Churchgate Chambers, Thakersey Road New Marine Lines Behind Aaykar Bhavan Mumbai 400 020
<i>Mobile</i>	+91 98200 65338
<i>Email</i>	manojssanklecha@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.
3. The application and petition are disposed of in these terms. No costs.
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.

(G. S. PATEL, J)