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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION (L) NO. 4195 OF 2020**

Ram Ratna Infrastructure Pvt Ltd	...Applicant
<i>Versus</i>	
Jain Housing	...Respondent

Mr Mayank Bagla, i/b Swapn Samdani, for the Applicant.
Mr Sankaran Subramaniam, for the Respondent.

CORAM: G.S. PATEL, J
(Through Video Conference)
DATED: 4th December 2020

PC:-

1. Heard through video conferencing.

2. The Application is under Section 11 of the Arbitration and Conciliation Act 1996. There is a Work Order dated 1st June 2014. A copy is annexed at page 28. This contains an arbitration clause which says that all disputes are to be referred to arbitration in accordance with the Arbitration and Conciliation Act 1996. The next clause says that the contract is deemed to have been made at Mumbai and that only Courts in Mumbai will have any jurisdiction to entertain and try any dispute.

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3. Accordingly, Mr Bagla submits that the Application is correctly filed in this Court especially in view of the decision of the Supreme Court in *Indus Mobile Distribution Pvt Ltd v Datawind Innovations Pvt Ltd & Ors.*¹ That is undoubtedly the correct position in law. The submission in the Counter Affidavit that this Court has no jurisdiction is based on an incorrect reading of the law as it pertains to law governing such jurisdictional issue in the field of arbitration law.

4. Parties leave the nomination of the Arbitrator to the discretion of the Court. I nominate and appointment Mr Karl Tamboly, learned Advocate of this Court as the sole Arbitrator to decide the disputes and differences between the parties under the Work Order dated 1st June 2014.

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr Karl Tamboly, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under the Work Order dated 1st June 2014.

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

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates

1 (2017) 7 SCC 678.

for the Applicant within one week from the date this order is uploaded.

- (ii) The Advocates for the Applicant will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Arbitrator/s Mr Karl Tamboly, Advocate.

Address 201-202, Savla Chambers,
40, Cawasji Patel Street, Fort,
Mumbai 400 001

Mobile 98205 82815

Email karltamboly@gmail.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 Applicant 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 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:** This order and its directions are not to be read in derogation of the powers of the learned Sole Arbitrator to decide all matters of procedure before him.

5. The application is disposed of in these terms. No costs.

6. 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)