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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM ARBITRATION APPLICATION NO.420 OF 2019
AND
COMM ARBITRATION PETITION NO. 172 OF 2019**

Chetan Narendra Dhakan

...Applicant

Versus

Amrish H Soni & Ors

...Respondents

Mr Anand Mishra, for the Applicant.

Dr Uday Warunjikar, for Respondent No. 1.

CORAM: G.S. PATEL, J.

DATED: 20th January 2020

PC:-

1. The 2nd Respondent is now served by publication. I restored the Commercial Arbitration Application to file by my order dated 6th November 2019. The 2nd Respondent is still absent.

2. By consent, the disputes and differences arising out of the Deed of Partnership dated 21st October 2016 are referred to the sole arbitration of Mr Surel Shah, Advocate of this Court.

(a) **Appointment of Arbitrator:** By consent, Mr Surel Shah, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties arising out of the Deed of Partnership dated 21st October 2016.

(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 the date this order is 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 Surel Shah, Advocate.

Address Office No. 2-3, Ground Floor,
Dosti Shoppe,
Link Road,
Opp. Dosti Acres,
Wadala (East), Mumbai 400 037

Mobile 98211 45720

Email surelshah@yahoo.co.in

(c) **Disclosure:** The learned Sole Arbitrator is requested to forward the necessary 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 before entering upon the reference to 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 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 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 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 and Notice of Motion 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.

3. All contentions are left open.

4. The previous status quo order, applicable to both sides, will continue to operate until the learned sole Arbitrator makes and renders his final award.

5. The Application and the Petition are disposed of in these terms. No costs.

(G. S. PATEL, J)