

Ashwini

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION (L) NO. 554 OF 2019**

Ajay Morarji Shah

...Petitioner

Versus

Vasnji Premji Shah

...Respondent

**Mr Piyush Shah, with Dishang Shah, for the Petitioner.
An Advocate, i/b Sanjeev R Singh, for the Respondent.**

**CORAM: G.S. PATEL, J.
DATED: 24th February 2020**

PC:-

1. By consent the disputes and differences between the parties arising out of a Partnership Deed dated 5th June 1986 read with the Amended Partnership Deed dated 6th April 1993 and Supplementary Partnership Deed dated 10th October 2005 and a Further Part Deed of Partnership dated 10th July 2007 are to be referred to the sole arbitration of Mr Minoo Siodia. The relevant arbitration clause is set out at page 38 in clause 25 and this is how it reads:

“25. All the disputes and differences which may arise among the partners any time during continuance or at the time of dissolution or after the dissolution or between surviving partners and heirs of deceased partners shall be referred to arbitration of such person or persons as may be

appointed in that behalf and all the proceedings of the arbitration shall be conducted in accordance with provisions of the Indian Arbitration and Affiliation Act, 1996 with its modifications.”

2. Hence the following order:

(a) **Appointment of Arbitrator:** By consent, Minoo Siodia, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under a Partnership Deed dated 5th June 1986 read with the Amended Partnership Deed dated 6th April 1993 and Supplementary Partnership Deed dated 10th October 2005 and a Further Part Deed of Partnership dated 10th July 2007.

(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 Minoo Siodia, Advocate.

Address Rustomjee Ginwala & Co., 2nd floor, Mistry Mention, Next to Kandeel Hotel, Fort

Mumbai 400 001.

Mobile 9820062104

Email minoosiodia@hotmail.com

- (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.
 - (ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.
- (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.

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

(G. S. PATEL, J)