

Arun

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 31 OF 2021**

Mahtab Alam Khan	...Petitioner
<i>Versus</i>	
Harishankar Ramashree Chourasia & Anr	...Respondents

Mr Anand R Pai, *with Deepak M Sharma, Megha Keluskar and R Solanki, i/b DMS Legal, for the Petitioner.*
None *for the Respondent.*

CORAM: G.S. PATEL, J
(Through Video Conferencing)
DATED: 14th July 2021

PC:-

1. Heard through video conferencing.
2. Between the parties there was an Agreement dated 4th August 2017. A copy is at pages 11 to 18 of the Petition.
3. Clause 12 has provision for arbitration. It requires that a reference of all disputes be made to the sole arbitrator. The venue of the arbitration is Vashi.
4. The Respondents were present on the previous occasion but are not present today. Their Advocates have not joined the online

hearing today. Matters cannot be delayed like this. A reference to arbitration does not conclude any issue on merits. I will therefore proceed to make an order under Section 11.

5. I will nominate Mr Rishabh Sheth and, failing him, Mr Chaitanya Nikte, learned Advocates of this Court, to accept the appointment as a sole arbitrator to decide the disputes and differences between the parties under the Business Agreement dated 4th August 2017. Although the seat of the arbitration is at Vashi, it is always open to the arbitrator to specify a different venue for the hearings.

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Mr Rushabh Sheth, learned Advocate of this Court and, failing him, Mr Chaitanya B Nikte, learned Advocate of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Business Agreement dated 4th August 2017
- (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 Petitioner within one week from the date this order is uploaded.
 - (ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned

Sole Arbitrator at the following postal and email addresses:

Arbitrator Mr Rushabh Sheth, Advocate

Address Chambers of Mr Anoshak Davar
Office No. 46C, Prospect
Chambers Annex Building
Pitha Street, Next to “Taste of
Kerala Hotel”, Fort
Mumbai 400 001

Mobile 9833200601

Email sheth.rushabh89@gmail.com

**Arbitrator Mr Chaitanya B Nikte,
Advocate**

Address Office No. 9, 1st floor
Prospect “Annex” Building
Off PM Road,
Above Hotel “Taste of Kerala”
Near Pratap Hotel, Fort
Mumbai 400 001

Mobile 9922990123

Email chaitanya.b.nikte@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 Petitioner 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 Vashi.
 - (l) **Procedure:** These directions are not in derogation of the powers of the learned Sole Arbitrator to decide and frame all matters of procedure in arbitration.
6. The Arbitration Petition is disposed of in these terms. No costs.
7. All concerned will act on production of an ordinary copy of this order.

(G. S. PATEL, J)