

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD**

**ARBITRATION APPLICATION NO.13 OF 2022**

M/S. Datta Sai Services Thr.  
Ashok Narayan Hardikar .. Applicant

Versus

M/S Om Sai Industries  
Thr. Its Proprietor Deepak Vaijinath Padalkar .. Respondent

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Mr. Amol R. Joshi, Advocate for applicant  
Ms. Pallavi P. Wangikar h/f. Mr. R.V. Gore, Advocate for respondent

...

**CORAM : SANDEEP V. MARNE, J.**

**DATE : 05-12-2022**

**PER COURT :**

. The arbitration application is filed under the provisions of Section 11 (6) of the Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act of 1996'). The relevant clause provided for arbitration is as under:

'IX. Any dispute arising out of and / or incidental to this Agreement and / or touching meaning or interpretation of any of the provisions of this Agreement shall be referred to the Arbitration of a single Arbitrator appointed by the mutual consent of the parties hereto and award passed by such Arbitrator shall be final, conclusive and binding on both the parties hereto.'

2. Both parties agree that, Hon'ble Mr. Justice Sunil P. Deshmukh, former Judge of this Court can be appointed as an

Arbitrator to decide the disputes arising between them.

3. Accordingly, following order is passed :-

a) **Appointment of Arbitrator :-**

By consent, Hon'ble Mr. Justice Sunil P. Deshmukh, former Judge of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Partnership Deed.

(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** : Hon'ble Mr. Justice Sunil P. Deshmukh,  
former Judge of this Court

**Address** : "Neel Prabha"  
Station Road, Near Hotel Green Olive,  
Bhagya Nagar, Aurangabad 431001

**Phone** : 9545028282

**Email** : sunilpdeshmukh@gmail.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 Act of 1996 to the Registrar 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 Registrar 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 Act of 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 Aurangabad.

4. The arbitration application is disposed of in these terms.

No costs.

**( SANDEEP V. MARNE, J. )**