

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

918 Arbitration Application No.9 of 2015
WITH
Civil Application No.8350 of 2022

SHANKARRAO MARUTIRAO TIDKE
VERSUS
PRAKASH MARUTI TIDKE AND OTHERS

...

Advocate for Applicant : Mr. Ghanwat Nikhil Pramod
Advocate for Respondent 1 : Ms. Seema Gaikwad (Pawar)
h/f Mr. A G Talhar

...

CORAM : SANDEEP V. MARNE, J.
Dated : November 25, 2022

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PER COURT :-

1. Ms. Gaikwad h/f Mr. Talhar, learned counsel appears on behalf of respondent no.1. Respondent no.3, who is un-served is brother of respondent no.1. In that view of the matter, learned counsel Ms. Gaikwad h/f Mr. Talhar submits that she would appear on behalf of respondent no.3. It appears that respondent no.2 is dead.

2. Arbitration application is filed seeking appointment of an Arbitrator u/s 11 (6) of the Arbitration and Conciliation Act, 1996.

aaa/-

3. Arbitration clause no.11 in the partnership deed reads thus :-

“11. That, all disputes relating to the Partnership business shall be decided by an Arbitrator and his decision shall be final and binding.”

4. Ms. Gaikwad, learned counsel appearing for respondent nos. 1 and 3 is agreeable to reference of the disputes to Arbitration. Both the counsels request the Court to suggest name of the Arbitrator.

5. Accordingly, the arbitration application is disposed of with following order :-

a) **Appointment of Arbitrator :-**

By consent, Mr. Vaibhav A. Sugdare, Advocate High Court, Bombay 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 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 :-

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Arbitrator : Mr. Vaibhav A. Sugdare,
Advocate, Bombay (Mumbai).

Address : Office No.28/2, 2nd Floor, Building
No.32, Rajabahadur Mansion,
Ambalal Doshi Marg, Fort,
Mumbai- 400001.

Mobile Nos. : 98902040944 / 8369190913.

Email : vasugdare@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 Arbitration Act 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

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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.**

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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.

4. The application is disposed of in these terms. No costs. Pending civil applicaiton, if any, also stands disposed off.

(SANDEEP V. MARNE, J.)
