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

**ARBITRATION APPLICATION NO.2 OF 2022**

Prashant Prakash Kadam

APPLICANT

VERSUS

Gaurav Dinkar Mohite

RESPONDENT

.....

Mr. Shritej Surve h/f Mr. Hemant Surve, Advocate for applicant  
Mr. Krishna P. Rodge, Advocate for the respondent

.....

**[CORAM : NITIN B. SURYAWANSHI, J.]**

**DATE : 14<sup>th</sup> NOVEMBER, 2022**

**ORDER :**

1. This Arbitration Application seeks appointment of Arbitrator to decide the dispute between the applicant and the respondent.
2. Admittedly, the partnership deed, which contains arbitration clause (clause No.18) was executed at Pune. Both the partners i.e. the applicant and the respondent are residents of Pune.
3. Learned advocate for the respondent, therefore, rightly objected to the maintainability of the application, at this Bench, contending that the cause of action has arisen at Pune and hence the application ought to have been filed at the Principal Seat

and not before this Bench.

4. Learned advocate for the applicant submits that negotiations were held between the applicant and the respondent at Aurangabad and he has stated so in the notice issued by him to the respondent seeking appointment of arbitrator. In support of his submission he also relies on the observations in ***"Geo Miller and Company Private Limited V/s Chairman Rajasthan Vidyut Utpadan Nigam Limited"* (2020) 14 SCC 643.**

5. On going through the said citation, I am of the opinion that it is not applicable to the facts of the present case.

6. Taking into consideration the fact that the Arbitration agreement is executed at Pune and according to the respondent the cause of action has arisen at Pune, the present application is transferred to the Principal Seat at Bombay. Registry to do the needful

**[NITIN B. SURYAWANSHI]  
JUDGE**