

Vinita

**IN THE HIGH COURT OF BOMBAY AT GOA.
APPLICATION FOR APPOINTMENT OF ARBITRATOR NO.
16 OF 2022.**

K. S. MAHINDRA	... Applicant.
VS	
KEEGAN DEVELOPERS AND	
BUILDERS REP. BY IT SOLE PROP.	
LURIO EMMANUEL FERRAO	...Respondent.

Mr. I. Santimano, Advocate for the applicant.

Mr. A. Bhobe, Advocate for the respondent.

**CORAM: G. S. KULKARNI, J.
DATE: 20 SEPTEMBER 2022.**

P.C.:

1. This is an application filed under section 11 of the Arbitration and Conciliation Act, 1996 (for short, “**the Act**”) whereby the applicant has prayed for appointment of an Arbitral Tribunal to adjudicate the disputes and differences between the parties, which have arisen under a agreement dated 1 December 2010. There is an arbitration agreement between the parties, which is contained in Clause 30.1 of the agreement. There is no dispute on the existence of an Arbitration agreement. As the respondent did not agree for

appointment of an Arbitral Tribunal, the applicant set into motion the procedure as contemplated under Section 11 of the Act. Accordingly, the present application was filed for appointment of an Arbitral Tribunal.

2. Learned counsel for the respondent has fairly stated that his client is agreeable for the disputes being referred for adjudication by appointing a sole arbitrator.

3. In view of the consensus as noted above, the application would be required to be allowed. Hence, the following order:

ORDER

- i Mr. Jayant P. Mulgaonkar, Senior Advocate is appointed as a sole arbitrator to adjudicate the disputes between the parties which have arisen under the Agreement dated 1 December 2010.
- ii The learned sole arbitrator, before entering the arbitration reference, shall forward a statement of disclosure as per the requirement of Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996 to be placed on record of the present proceedings as also furnish a copy of the same to the parties.
- iii At the first instance, the parties shall appear before the

prospective arbitrator within 10 days from today on a date which may be mutually fixed by the learned sole arbitrator;

- iv The fees payable to the Arbitral Tribunal shall be as per prescribed under the Bombay High Court (Fees Payable to Arbitrators) and as interpreted by the Supreme Court in ***Oil and Natural Gas Corporation Ltd. Vs Afcons Gunanusa JV in Arbitration Petition (Civil) No. 05 of 2022*** and shall be borne by the parties in equal proportion.
- v All contentions of the parties are expressly kept open.
- vi Parties have consented that the venue of the arbitration shall be at Panaji and the seat of the arbitration shall be at Margao, South Goa.
- vii The application is disposed of in the above terms. No costs.

4. Office to forward a copy of this order to the learned Arbitrator at the following address by email:-

Mr. Jayant P. Mulgaonkar,
Senior Advocate
Office 402,
Edcon Galleria Building
Near Geeta Bakery,

Panaji-Goa.

Email ID:-jayantmulgaonkar@gmail.com

G. S. KULKARNI,J.

VINITA VIKAS NAIK Digitally signed by VINITA VIKAS NAIK
Date: 2022.09.26 20:19:22 +05'30'