

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION**

SHRIKANT  
SHRINIVAS  
MALANI

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**ARBITRATION PETITION NO. 171 OF 2019**

Omchamunda Crushing Services Pvt. Ltd. ...Petitioner

**Versus**

Interbuiilt Infrastructure Pvt. Ltd. ...Respondent

\* \* \*

- Mr. Shrikrishna Ganbavale a/w Ms. Harvinder Kaur Rogi i/by Mr. Sangramsinh Yadav for Petitioner.
- Mr. Akshay Mishra i/by Mr. Tushar Chavan for Respondent.

\* \* \*

**CORAM : MANISH PITALE, J**

**DATE : 20<sup>TH</sup> OCTOBER, 2022.**

**P. C. :**

1. By this petition filed petition under Section 11 of the Arbitration and Conciliation Act, 1996, the petitioner has approached this Court for appointment of Arbitrator for adjudication of disputes between the parties. Notice was issued on 18<sup>th</sup> March, 2021, and upon service of notice, the respondent has appeared through Counsel.

2. The learned Counsel for the petitioner has invited attention of this Court to an Arbitration clause in Work Order issued by the Respondent to the petitioner, whereby crushing work was to be carried out at the site of the Respondent. Dispute arose between the parties, as a result of which the petitioner invoked the Arbitration clause and appointed its Arbitrator, who in turn, sent a communication to the respondent for appointing its nominee. As Arbitration clause provided for appointment of one Arbitrator each by the parties and the third Arbitrator to be appointed by the two

Arbitrators.

3. It appears that the nominee appointed by the Respondent refused to enter reference, as a result of which the petitioner was constrained to approach this Court.

4. The Arbitration clause in the work order, reads as follow :

***“Settlement of Disputes***

*All disputes and claims will be mutually discussed and agreed upon at site level. For all legal matters jurisdiction shall be Pune only.*

*Failing amicable settlement, the dispute or claim as the case may be, shall be Referred to arbitration, one arbitrator to be appointed by each party and third one to be appointed by the above two arbitrators suggested by the parties.”*

5. Although, the above quoted Arbitration clause provides for one Arbitrator to be appointed by each party and the two Arbitrators appointing the third Arbitrator, on instructions, the learned Counsel for the parties submit that the parties have agreed for appointment of a sole Arbitrator for adjudication of the disputes.

6. The parties point out that Arbitration as per the said clause is to take place at Pune. A joint request is made for appointment of Hon’ble Shri Justice Shrihari P. Davare, Former Judge of this Court as the sole Arbitrator. The address and contact

number of proposed Arbitrator are as follows :

**Hon'ble Shri Justice Shrihari P. Davare,**

i) Flat No. 501, Bldg. No. 56A, Chintamani Co.op.  
Housing Society, Near Pratiksha Nagar Bus Depot,  
Sion (E), Mumbai - 400 022.

Phone No. (R) 022-24033735

Mob. Nos. 9923823838 / 9881120080

ii) Flat No. 102, Shripad 'A' Apartments, 59,  
Tulsibagwale Colony, Lane - 3, Sahakarnagar No. 2,  
Pune - 411 009.

7. In view of the above, Hon'ble Shri. Justice Shrihari P. Davare, Former Judge of this Court is appointed as sole Arbitrator to adjudicate the disputes between the parties. The learned Arbitrator is requested to sent his consent and Disclosure Statement as per Section 11 r/w within four weeks to the Registrar (Judicial) of this Court. The parties are directed to immediately communicate the order passed today to the learned Arbitrator.

8. The Fees of the learned Arbitrator shall be as per Schedule IV of the said Act. The parties shall appear before the learned Arbitrator on 28<sup>th</sup> November, 2022.

9. The petition is disposed of

**(MANISH PITALE, J.)**