

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

ARBITRATION PETITION NO. 69 OF 2022

Mrs. Santosh Kumari Garg and Anr. ..Petitioners

V/s.

M/s. C.L. Educate Limited and Ors. ..Respondents

Mr. Vagish Mishra a/w Varad Dubey i/b Law Counsellors for the
Petitioners.

Mr. Harsh Moorjani i/b Joshua Abhay Patnigere for the
Respondents.

CORAM : C.V. BHADANG, J.

DATE : 21 SEPTEMBER 2022

P.C.

. This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator. The first Respondent is a Company incorporated under the Companies Act and is running educational centers/coaching classes across the country. The second Respondent is the authorised signatory/representative, of the first Respondent. The first Respondent had obtained premises for conducting the coaching classes belonging to the Petitioners situated at 110 at Kamdhenu Commerz, Plot No.2, Sector No. 14, Kharghar, Navi Mumbai on a leave and licence basis as per agreement dated 01.09.2019.

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2. As disputes and differences have arisen between the parties out of said leave and licence agreement, the Petitioner by issuing a notice dated 04.10.2021 had invoked the arbitration clause as contained in clause Nos. 42 & 43 of the agreement. As the Respondents have failed to join the Petitioner in appointment of the Arbitrator, the present petition is filed.

3. I have heard the learned counsel for the parties. The only contention raised on behalf of the Respondents is that Respondent Nos. 3 and 4 are not the signatory to the leave and licence agreement which is signed by Respondent No.2 Mr. Vivek Sinha as the authorised representative of the first Respondent. Secondly, it is submitted that the dispute having arisen out of a leave and licence agreement is not arbitrable.

4. I have considered the submissions made. It can be seen that first Respondent, which is a company incorporated under the Companies Act is a party to the leave and licence agreement, which is signed by the second Respondent as its authorised representative. The company is a juristic person and therefore, it is represented by Respondent No.2. Respondent Nos. 3 and 4 are respectively the Vice Chairman and Managing Director and Executive Director of the Respondent No.1

5. Insofar as the other ground about the arbitability of the dispute is concerned, in my considered view, it is for the learned Arbitrator to decide the issue in the arbitration proceedings.

6. In that view of the matter, the following order is passed:

ORDER

(i) Adv. Mr. Ankit Bhatt, is appointed as a Sole Arbitrator to adjudicate the dispute between the parties.

(ii) The learned Sole Arbitrator, before entering the arbitration reference, shall forward a statement of disclosure as per requirement of Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996, to the Registrar (Judicial-I) of this Court.

(iii) At the first instance, the parties shall appear before the prospective Arbitrator within a period of two weeks 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 prescribed under the Bombay High Court (Fees payable to Arbitrators) Rules, 2018 and shall be borne by the parties in equal proportion.

(v) All contentions of the parties including on merits of the matter are expressly kept open.

(vi) The petition is disposed of in the above terms, with no order as to costs.

(vii) Office to forward a copy of this order to the learned Arbitrator on the following address:

“Adv. Ankit Bhatt
1005-D, 10th Floor, Haware Silicon,
Sector 30-A, Plot No. 46, Near Samana
Press, Vashi, New Bombay - 400073
Mobile No.9322255816”

C.V. BHADANG, J.