

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

**ARBITRATION PETITION NO. 112 OF 2022
WITH
ARBITRATION PETITION NO. 113 OF 2022**

Future Infraprojects ...Petitioner

Vs.

Kalyan Dombivali Municipal Corporation ...Respondent

Ms. Shweta Rathod i/b. Elixir Legal Services, for the Petitioner.
Mr. Prashant Kamble i/b. A. S. Rao, for the Respondent.

**CORAM : MANISH PITALE, J.
DATE : 15 DECEMBER 2022**

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. By this petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, the petitioner has prayed for appointment of arbitrator for resolution of the disputes between the parties.

2. At the outset, learned counsel for the petitioner submits that the copy of the work order in Arbitration Petition No.112/2022 is not the correct copy. She tendered documents in order replace copy of the work order. The same are taken on record.

3. The petitioner and the respondent – Corporation had entered into two construction contracts, which are subject matter of the present petitions. In the tendered documents pertaining to the contracts, there were identical arbitration clauses. Since disputes arose between the parties, the petitioner invoked arbitration clause by issuing notice dated 17/10/2020 to the respondent – Corporation.

4. There was no response on behalf of the respondent – Corporation and hence, the petitioner was constrained to file these petitions.

5. The respondent – Corporation has appeared through counsel. The cause title of the petition was permitted to be amended by order dated 14/10/2022 as the name of the petitioner was changed to ‘Future Infraprojects’ which was formerly known as Sanghvi Rashmin Neev (JV).

6. The material on record shows existence of arbitration clause. Disputes arose between the parties and the petitioner invoked arbitration clause in both these petitions. Therefore, there appears to be no difficulty in proceeding to appoint an arbitrator.

7. A perusal of the arbitration clause shows that

Commissioner of the respondent – Corporation shall be the sole arbitrator. The said stipulation is hit by Section 12(5) read with Seventh Schedule of the aforesaid Act. In this situation, parties agreed for appointment of a neutral sole arbitrator.

8. The learned counsel for the petitioner brought to the notice of this Court an order dated 14/9/2022 passed in Arbitration Petition Nos.93/2021 and 94/2021 between the same parties. As per the said order, Justice Vasanti A. Naik, former Judge of this Court was appointed as the sole arbitrator.

9. Learned counsel for the parties, on instructions, submit that in these two petitions also, Justice Vasanti A. Naik may be appointed as the sole arbitrator.

10. In view of the above, Smt. Justice Vasanti A. Naik, former Judge of this Court is appointed as the sole arbitrator, to adjudicate the disputes between the parties in these petitions.

11. The details of the learned arbitrator are as follows:

“Smt. Justice Vasanti A. Naik
Plot No.5, Samarth Nagar (W),
Wardha Road, Nagpur – 440 015.
Mobile No.9049399387 / 9867298758”

12. The learned arbitrator is requested to send her consent and disclosure statement as per Section 11(8) and 12(1) of the aforesaid Act, within four weeks to the Registrar (Judicial) of this Court. The fees of the learned arbitrator shall be as per schedule IV to the said Act.

13. The parties to communicate this order to the learned arbitrator immediately.

14. All contentions of the parties are kept open.

15. The petitions stand disposed of, in aforesaid terms.

MANISH PITALE, J.