

SHRIKANT
SHRINIVAS
MALANI

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

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ARBITRATION PETITION NO. 77 OF 2022

Mr. Praveen Kumar Garg

...Petitioner

Versus

Mahesh P Naik

...Respondent

- Mr. Vatsal Verma i/by Anarya Daya Hiwarale, for Petitioner.
- Mr. Vijaykumar Kamble i/by Ms. Shweta Singh, for Respondent.

CORAM : MANISH PITALE, J

DATE : 14TH DECEMBER, 2022.

P. C. :

1. By this Petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, the petitioner has approached this Court for appointment of Arbitrator, in the light of the Arbitration Clause in a Memorandum of Understanding executed between the parties. As per the Arbitration Clause the disputes between the parties were to be referred to Arbitration. The Arbitration is to take place in Mumbai/Vasai/Nallasopara/Thane. The Arbitration Clause reads as follows :

“12. All disputes and difference between the parties hereto arising out of this Memorandum of Understanding or in relation to the interpretation or effect of any of the terms and conditions contained in the Memorandum of Understanding or in relation to the right and obligations of the parties hereto shall be referred to arbitration or two arbitrators, one to be appointed by

each party to the dispute, and such arbitration shall be held in accordance with the provisions of Arbitration Act, 1940 or any other statutory modifications or re-enactment thereof for the time being in force except that such arbitrator and the umpire appointed by them shall have summary powers and the award given by the arbitrators or the umpire shall be final and binding on the parties hereto. Such arbitration shall be take place in Mumbai/Vasai/Nallasopara/Thane.”

2. Due to disputes have arising between the parties, the Petitioner sent notice dated 07th April, 2022, invoking the Arbitration Clause. There was no response from the Respondent, necessitating filing of the present petition.

3. Heard learned Counsel for the parties. Since disputes have arisen between the parties and there is indeed an Arbitration Clause in the Memorandum of Understanding, this petition deserves to be allowed.

4. Considering the nature of disputes and the claims raised by the parties against each other, Mr. Parag A. Vyas, Advocate, is appointed as the Sole Arbitrator for resolution of disputes between the parties. The details of the learned Arbitrator are as follows :

Mr. Parag a. Vyas, Advocate,
12, Best View, Raghavji Road, Gowalia Tank,

Mumbai – 400 036.

Tel. 23875893, Mob. No. 9820152279.

5. The learned Counsel for the parties undertake to inform the learned Arbitrator immediately about the order passed today.
6. The learned Arbitrator is requested to communicate his consent and Disclosure Statement as per Section 11(8) r/w Section 12(1) of the said Act, within four weeks to the Registrar (Judicial) of this Court.
7. The fees of the learned Arbitrator shall be as per Schedule IV to the Aforesaid Act.
8. All questions are kept open.
9. The petition stands disposed of.

(MANISH PITALE, J.)