

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

ARBITRATION PETITION NO. 82 OF 2022

Shri. Sanjay Vinayak Khanzode & Anr. ...Petitioners

Vs.

Shri. Yuvraj Keshavrao Bhosle ...Respondent

Mr. Anuj Tiwari, for the Petitioners.

Mr. Pandit Kasar, for the Respondent.

**CORAM : MANISH PITALE, J.
DATE : 6 DECEMBER 2022**

P.C.

. The petitioner has filed present petition under Section 11(6) of the Arbitration and Conciliation Act, 1996, for appointment of an Arbitrator for resolution of disputes between the parties.

2. The arbitration clause is found in a Deed of Partnership executed between the parties. The said clause reads as follows:

22. Arbitration : In case of disputes between the partners, regarding any clause or its interpretation of this agreement or any other matter, during the partnership business or thereafter, the same shall be referred to the

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arbitrator under the provisions of the Indian Arbitration and Conciliation Act, 1996 or its applicable provisions from time to time.

3. On 5/5/2022, the petitioner invoked the arbitration clause and addressed a letter to the respondent, proposing appointment of an arbitrator.
4. On 19/5/2022, the respondent simply asked the petitioner to withdraw the allegations made against him.
5. In this backdrop, the petitioner is constrained to file the present petition. Upon notice being issued, the respondent has appeared through counsel.
6. Heard learned counsel for the rival parties.
7. It is an admitted position that the Deed of Partnership contains the aforementioned arbitration clause and that the petitioner indeed invoked the same in the backdrop of disputes that arose between the parties. The existence of the arbitration clause and its invocation could not be denied on behalf of the respondent and therefore, this Court is inclined to exercise powers under Section 11 (6) for appointment of an arbitrator.

8. It appears that both the parties are from Nashik, but they are unable to agree on a common name of Advocate practising at Nashik to be appointed as arbitrator. Hence, this Court has perused the panel of arbitrators of Advocates of this Court. From the said panel, Dr. Sudhir Kotwal, Advocate from Nashik is appointed as the sole arbitrator.

9. The details of the sole arbitrator are as follows:

Dr. Sudhir Kotwal, Advocate,
Sanjivan, Ramanand Housing Society Ltd.
Tidky Colony, Nashik – 422 002.
Chamber No.2, Maruti Chambers,
District Court Nashik.
Mobile No.7588175206 / 9822654726
Email : kotwal.sudhir@gmail.com
adv.dr.sudhirkotwal@gmail.com
0253-231506

10. The parties undertake to inform the learned Arbitrator immediately about the order passed today.

11. The learned arbitrator shall communicate his consent and disclosure statement as per Section 11(8) and 12(1) of the aforesaid Act, within four weeks from today to the Registrar (Judicial) of this Court. The fees of the learned arbitrator shall be

as per schedule IV to the said Act.

12. All contentions of the parties are kept open.

13. The petition stands disposed of, in aforesaid terms.

MANISH PITALE, J.