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

ARBITRATION PETITION NO. 66 OF 2020

Halfen Moment India Pvt. Ltd.

...Petitioner

Versus

Vilas Laxmanrao Manik & Ors.

...Respondents

* * *

- Mr. Vaibhav Patankar a/w Mr. Sarvesh i/by Parankar & Associates,
for the Petitioner.
- None for the Respondents.

* * *

CORAM : MANISH PITALE, J

DATE : 19TH OCTOBER, 2022.

P. C. :

1. By this petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, the petitioner has approached this Court seeking appointment of an Arbitrator for resolving the disputes between the parties.

2. The disputes have arisen in the context of Leave and License Agreement executed between the parties. Although, the petitioner has handed over the possession of the premises to the respondents i.e. the Licensor, there appear to be disputes as regards the refund of the security deposit. Undisputedly, there is an Arbitration clause in the said Agreement, which reads as follows :

“22. ARBITRATION.

22.1 The parties shall attempt in the first instance to resolve any dispute or difference arising in any

*way or manner out of, in relation to or in connection with the **License** by conciliation. If such dispute is not resolved through conciliation within **(Thirty) 30 days** after commencement of decision, the same shall be decided by arbitration by a **sole arbitrator** appointed by the parties with mutual consent, the decision of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings will be conducted in accordance with the **Arbitration and Conciliation Act, 1996**. Arbitration proceedings shall be conducted in English/Hindi Language. The venue of the Arbitration shall be Thane.*

22. Each party shall bear its cost of such Arbitration. When any dispute is under Arbitration, except for the matter under dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement to the extent practicable.”

3. It is the case of the petitioner that it invoked the Arbitration clause by sending a letter dated 30th December, 2019, to the Respondents, even proposing the name of a retired District and Sessions Judge as the sole Arbitrator. In response, by a letter dated 20th January, 2020, the Respondent No. 1 stated that the Respondents were not in agreement with the name proposed on behalf of the petitioner and that it would be appropriate that an

independent Arbitrator is appointed by recourse to Section 11 of the aforesaid Act and by approaching this Court.

4. In these circumstances, the present petition was filed. On 23rd February, 2021, this Court issued notices. The Respondents were served and they entered appearance through Counsel.

5. Today, when the petition is called out for hearing, Mr. Patankar, the learned Counsel appearing for the petitioner invited attention of this Court to the above quoted Arbitration clause, the communications exchange between the parties and he also invited attention of this Court to the reply filed on behalf the Respondents. The learned Counsel for the petitioner further invited attention of this Court to a letter dated 15th April, 2021, sent by the learned Counsel for the Respondents to the learned Counsel for the petitioner, indicating that the name and details of the Arbitrator could be suggested and finalized for submission before this Court. The letter, handed over by the learned Counsel for the petitioner is taken on record and marked "X" for identification.

6. Today, although, the learned Counsel appearing for the Respondents is not present in this Court, Mr. Patankar, the learned Counsel for the petitioner has informed this Court that he has received a WhatsApp message and an S.M.S. from the learned Counsel

appearing for the Respondents, stating that Respondents would have no objection to appointment of an independent Arbitrator from the panel of Arbitrators maintained before this Court.

7. In this backdrop, the name of Mr. P. L. Joshi, is agreed upon. Accordingly, Mr. P.L. Joshi, is appointed as a sole Arbitrator in the present case. The contact details of the proposed Arbitrator are as follows :

Mr. P. L. Joshi.

E-9, 404, Runwal Estate, Ghodbander Road, Thane (W).

Mob. No. 9892188118 (R) 25470041.

8. The learned Arbitrator is requested to communicate his consent and Disclosure Statement as per Section 11(8) r/w 12(1) of the said Act to the Registrar (Judicial) of this Court within three weeks. The parties shall appear before the learned Arbitrator on 19th November, 2022.

9. It is also agreed between the parties that although the venue of Arbitration is stated to be Thane in the Arbitration Clause, the parties agree that the learned Arbitrator can conduct the Arbitration proceedings through Video Conferencing for the convenience of the parties.

10. Accordingly, the learned Arbitrator may conduct the proceedings by Video Conferencing.

11. The Fees of the Arbitrator shall be as per Schedule IV to the aforesaid Act.

12. Needless to say, the learned Arbitrator shall adjudicate upon the claims of the petitioner, as also counter claims, if any, of the Respondents.

13. The petition stands disposed of.

(MANISH PITALE, J.)