

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

COMMERCIAL ARBITRATION PETITION NO. 6 OF 2022

Rexel India Private Limited through
its Ms. Sailee Bharaswadkar ...Petitioner
Vs.
Lord's Mark Industries Private Limited ...Respondent

Mr. Saurabh Kokane a/w. Mr. Suhas Joshi i/b. YNI Legal, for the
Petitioner.

Mr. Archit Virmani i/b. Optimus Legal, for the Respondent.

**CORAM : MANISH PITALE, J.
DATE : 24 NOVEMBER 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, in the light of existence of an arbitration clause in agreement executed between the parties called Master Service Agreement. The arbitration clause reads as follows:

13. Dispute Resolution : Any claim, dispute or difference of any kind whatsoever, or howsoever arising relating to or arising out of this Agreement shall be referred to the arbitration, of a sole Arbitrator, appointed by consent of the parties. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as

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may be amended from time to time. The seat and venue of arbitration shall be Pune. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties. The Sole Arbitrator, appointed in the matter stated herein, shall be entitled to charge fees in accordance with Schedule – IV of the Arbitration and Conciliation Act, 1996 and no more.

2. In the light of disputes that have arisen between the parties, the respondent invoked the arbitration clause by a communication dated 17/12/2021, proposing the name of an Arbitrator. On 4/1/2022, the petitioner sent its reply. However, there was no agreement on a common name for appointment of an Arbitrator.

3. It is in this backdrop that the present petition came to be filed. Upon notice being served, the respondent appeared through counsel.

4. Heard learned counsel for the rival parties. It appears that the difference of opinion between the parties as on today regarding appointment of the Arbitrator is in a narrow compass. Since the parties failed to come to an agreement on the name of the sole Arbitrator, it was jointly submitted that this Court may appoint the Arbitrator and requested that since the venue of

arbitration in the arbitration clause itself is specified to be Pune, the Arbitrator may conduct the proceedings at Pune.

5. In view of the above, Justice Shri. S. R. Sathe, former Judge of this Court is appointed as the sole Arbitrator for resolving the disputes between the parties. The details of the learned Arbitrator are as follows.

The Hon'ble Shri. Justice S. R. Sathe
A-802, Ruturang Apartment, Behind
Paranjape School, Kothrud, Pune – 411 038.
Tel.: 020-25396407

6. The parties shall inform the learned Arbitrator about the order passed today, at the earliest.

7. The learned arbitrator is requested to send 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.

8. All contentions of the parties are kept open.

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

MANISH PITALE, J.