

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO.155 OF 2022

M/s. Rishab Enterprises through its Proprietor
Sunil K. Samat ... Petitioner
Vs.
Bhagwat Chitra Mandir through its Partners
Aseem Anil Bhagwat and another ... Respondents

Mr. Sagar Krusija for Petitioner.

Ms. Shruti Tulpule for Respondents.

CORAM : MANISH PITALE, J.

DATE : NOVEMBER 16, 2022

P.C. :

. This petition is filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of the arbitrator. This Court issued notice in the present petition on 21.09.2022. Although office note shows that the notice is yet to be served, Ms. Shruti Tulpule, learned counsel states that she has instructions to appear on behalf of the respondents. She submits that *Vakalatnama* on behalf of the respondents is in the process of being filed today itself.

2. A memorandum of understanding was executed between the parties on 23.01.2017 and it is in the context of the said document that the disputes have arisen between the parties. There is no dispute about the fact that clause 11 of the memorandum of understanding provides for resolution of disputes between the parties through arbitration, specifying that arbitration of the dispute would have to be conducted before the sub-committee of COEAI.

3. On 04.05.2022, the petitioner issued a notice to the respondents invoking the arbitration clause. It was stated therein that in the light of the disputes that had arisen between the parties, the petitioner had indeed approached the sub-committee of COEAI, but the said sub-

committee expressed its inability to act as arbitrator. It is in this context, the present petition came to be filed.

4. Ms. Shruti Tulpule, learned counsel appearing for the respondents submits that there is no objection on the part of the respondents for appointment of the arbitrator in terms of the arbitration clause.

5. Since the sub-committee of COEAI, which is supposed to act as an arbitrator, has expressed its inability, the parties have agreed before this Court for appointment of a neutral sole arbitrator.

6. On instructions, learned counsel for the rival parties have proposed the name of Mr. Vishwanathan Iyer, Advocate at Bombay, to be appointed as the sole arbitrator for resolution of disputes between the parties in terms of the arbitration clause.

7. In view of the above, Advocate Vishwanathan Iyer is appointed as the sole arbitrator. The details of the sole arbitrator are as follows:-

Mr. Vishwanathan Iyer, Advocate, Bombay

Res.: Flat No.11, 2nd Floor, Meghdoot,
Gulmohar Cross Road No.6,
Juhu, Mumbai 400 049

Off : 202-203, Mulla House,
51 M. G. Road, Mumbai 400 023
Phone No.2624 0645/6743 7050/2266 3483

8. The parties shall immediately communicate this order to the learned arbitrator. The learned arbitrator is requested to submit his consent and disclosure statement in terms of 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 fixed in terms of the Fourth Schedule to the aforesaid Act.

9. All questions are kept open.

10. Petition stands disposed of.

(MANISH PITALE, J.)