

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

ARBITRATION PETITION NO. 87 OF 2022

M/s. O.L.C.I. Engineering India Pvt. Ltd.

...Petitioner

Versus

Dheeraj Prasad

...Respondent

* * *

- Mr. Somnath Thengal i/by George Antony, for Petitioner.
- Mr. Kuldeep U. Nikam and Om Latpate for Respondent.

* * *

CORAM : MANISH PITALE, J

DATE : 13TH DECEMBER, 2022.

P. C. :

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

2. The Arbitration Clause is contained in an Appointment Letter issued by the Petitioner to the Respondent. The Arbitration Clause reads as follows :

“18. DISPUTES AND DIFFERENCES

In the event of any dispute or differences arising out of this agreement or the interpretation thereof, primarily the parties shall strive to settle the same in an amicable manner. However, if the said dispute or differences cannot be resolved in an amicable manner within 15 (fifteen days) from the notification of the same, the dispute or difference shall be referred to the sole arbitrator, whose appointment shall be sought from any of

the professional associations based in Pune, such as CA, CS or Lawyers. The arbitration shall be held in Pune as per the provisions of the Arbitration and Conciliation Act, 1996.”

3. The service of the Respondent stood terminated and disputes arose between the parties in the context of which, the petitioner invoked the Arbitration Clause by issuing notice dated 25th May, 2021. On 10th June, 2021, the Respondent sent a communication, *inter alia*, claiming that the dispute sought to be raised by the petitioner was beyond the scope of the Arbitration Clause.

4. It is in this backdrop that the present petition came to be filed. This Court has perused the Arbitration Clause and the dispute that arose between the parties. The notice of invocation and the response thereto is also perused.

5. The learned Counsel for the petitioner is pressing for appointment of an Arbitrator, in terms of the Arbitration Clause, while the learned Counsel for the Respondent submits that the nature of the dispute sought to be raised on behalf of the Petitioner is beyond the scope of the Arbitration Clause and hence, it is not arbitrable.

6. This Court is of the opinion that the objection sought to be raised on behalf of the Respondent can be kept open and the parties

can be relegated to Arbitration.

7. The Arbitration Clause specifies the place of Arbitration as Pune and in that light at this stage the learned Counsel for the parties have jointly agreed for appointment of Mr. A. B. Bhalerao, a retired District Judge, available at Pune to be appointed as the sole Arbitrator for resolution of disputes between the parties.

8. Accordingly, Mr. A. B. Bhalerao, retired District Judge, is appointed as the sole Arbitrator. The details of the Arbitrator are as follows :

Mr. A. B. Bhalerao,
“Woodland” D-83 Paranjape Scheme,
Kothrude, Pune
Res. Phone No. 20-25381146

9. The learned Counsel for the parties undertakes to inform the learned Arbitrator about the order passed today.

10. The learned Arbitrator is requested to communicate his consent and Disclosure Statement as per Section 11(8) r/w Section 12(1) of the Aforesaid Act, within four weeks to the Registrar (Judicial) of this Court.

11. The fees of the learned Arbitrator shall be as per Schedule IV to the Act.

12. All questions, including the specific objection raised on behalf of the Respondent, are kept open.
13. The petition stands disposed of.

(MANISH PITALE, J.)