

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

ARBITRATION PETITION NO. 143 OF 2021

M/s. Shagun Realty ... Petitioner

Versus

M/s. Shagun Even Management ... Respondent

Ms. Siddh Vidya a/w Ms. Sneha Jain i/b Siddh Vidya & Associates for the
Petitioner.

None for the Respondent.

CORAM : R.I. CHAGLA, J.

DATED : 17th MARCH, 2022.

ORDER :

1 Heard the learned Counsel appearing for the Petitioner. By this Petition, the Petitioner is seeking appointment of Arbitrator to adjudicate the differences and disputes arising between the Petitioner and the Respondent.

2 The learned Counsel for the Petitioner has referred to the arbitration agreement which is at Clause 10 of the leave and licence agreement which provides for appointment of an Arbitrator in respect of

the dispute or question which may arise during the term of 60 months or thereafter in connection with any matter between the licensor and the licensee in connection with the leave and license agreement. The Arbitration shall be governed by the provisions of the Arbitration Act for the time being and in force in India and its award shall be final and binding on the parties to the dispute.

3 The Petitioner has invoked arbitration on 05.08.2021 by addressing a letter/notice to the Respondent in which the Petitioner has proposed a name of an Advocate to be appointed as sole arbitrator to adjudicate the dispute between the parties. However, the Respondent has not consented to the name proposed by the Petitioner.

4 In view thereof, the learned Counsel appearing for the Petitioner has requested this Court to appoint an Arbitrator and has suggested the name of Dr. Abhinav Chandrachud, Advocate of this Court to act as an Arbitrator and arbitrate the dispute between the Petitioner and Respondent arising under the leave and license agreement dated 23.08.2019.

5 Having considered the submission of the learned Counsel for the Petitioner as well as perusing the averments in the Arbitration Petition and the relevant documents annexed thereto, it would be appropriate to

appoint the Arbitrator as sought for by the Petitioner.

6 Hence, the following order :

- i) By consent, Mr. Abhinav Chandrachud, Advocate of this Court shall be appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties under the 'End User Leave and License Agreement' dated 23.08.2019.
- ii) The venue of arbitration shall be at Mumbai.
- iii) Office to inform the Sole Arbitrator of his appointment.
- iv) Considering the narrow scope of the dispute, the parties agree that the Sole Arbitrator to endeavour to conclude the Reference within six months from the date of first hearing.
- v) The appointed Sole Arbitrator is requested to file his disclosure statement under Section 11(8) and 12(1) of the Arbitration and Conciliation Act, 1996 within a period of three weeks from the date of receipt of intimation, with the Registrar (Judicial-I) and provides copies to the parties.

vi) Parties to appear before the Sole Arbitrator on the date fixed by him.

vii) Fee applicable to the Sole Arbitrator will be in accordance with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

viii) Arbitration Petition is disposed of in the above terms.

ix) No costs.

Digitally
signed by
WAISHALI
SUSHIL
WAGHMARE
Date:
2022.03.21
14:20:00
+0530

(R.I. CHAGLA, J.)