

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 147 OF 2021**

Arvind Tejraj Jain & others	...	Petitioners
vs.		
M/s. Pashankar Lokhande Developers and others	...	Respondents

Mr. Vivek Patil, i/by. Arjun Pawar for petitioners.

**CORAM : MANISH PITALE, J
DATE : 17th NOVEMBER, 2022**

P.C. :

. By this petition filed under Section 11 of the Arbitration and Conciliation Act, 1996, the petitioners have approached this Court for appointment of arbitrator for resolving disputes that have arisen between the parties in the context of joint venture development agreement dated 2nd December, 2008. Clause 31 of the said agreement provides for resolution of dispute by arbitration.

2. On 6th September, 2021, the petitioners, through their advocates, addressed a notice to the respondent raising specific claim against them in the context of the aforesaid agreement and invoked the arbitration clause, suggesting even the names of two arbitrators from whom the respondents could choose one for the arbitration proceedings. The respondents failed to respond to the notice due to which, the petitioner was constrained to file the present petition.

3. This Court issued notice to the respondent and by order dated 17th August, 2022, the petitioner was specifically permitted to serve the

respondents through substituted service by publication. It was also recorded that the advocate for the petitioners intends to take other steps to serve the respondents, as the respondents are also before this court in some independent proceedings.

4. By an affidavit of service dated 6th September, 2022, the petitioners have demonstrated compliance of order dated 17th August, 2022 with copies of the daily newspaper being placed on record.

5. In the light of the above, it is evident that the respondents have been served and despite service, they have chosen not to appear before this Court.

6. In this backdrop, Mr. Patil, learned counsel appearing for the petitioner was heard. He invited attention of this Court to the above said arbitration clause, invocation of the same and failure on the part of the respondents to respond to the said notice.

7. Perusal of the arbitration clause and the material placed on record indicates that there are indeed disputes between the parties and that the same need to be referred to an arbitrator in terms of the arbitration clause.

8. In view of the above, Mr. Krishnanath D. Bhosale (Retired District Judge) is appointed as arbitrator. The details of the learned Arbitrator are as follows:-

Mr. Krishnanath D. Bhosale,
Flat No.7, 2nd floor, F Wing,
Shiv Vilas Apartments,
Bahiratwadi, Senapati Bapat Road,
Pune – 411 016.

9. The petitioners shall inform the learned arbitrator about his appointment at the earliest.

10. Learned arbitrator is requested to communicate his consent and disclosure statement in terms of Sections 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 Fourth Schedule to the aforesaid Act.

11. All questions are left open to be decided by the learned arbitrator.

12. Petition stands disposed of in above terms.

(MANISH PITALE, J)

Priya Kambli