

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

ARBITRATION PETITION NO. 152 OF 2021

Endo Lighting Accessories (India) Pvt. Ltd. ...Petitioner

Versus

Paradigm Lighting Solutions Pvt. Ltd. ...Respondent

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- Mr. Chirag Dave i/by Legasis Partners, for Petitioner.
- Mr. Akshay Karlekar i/by Mr. Sanjay Gangal for Respondent.

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CORAM : MANISH PITALE, J

DATE : 13TH DECEMBER, 2022.

P. C. :

1. This is a petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, for appointment of an Arbitrator as the agreed procedure for appointment of Arbitrator between the parties, failed in appointment of Arbitrator.

2. The Petitioner has relied upon Arbitration Clause in a Memorandum of Understanding dated 16th May, 2017, executed between the parties. The Arbitration clause reads as follows :

“11. ARBITRATION AND JURISDICTION

The parties agree that any disputes or differences arising out of or in connection with this MOU or anything done or omitted to be done pursuant therein shall be attempted to be first settled amicably failing which, it shall be referred to arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof. The venue of arbitration shall be

Pune, Maharashtra, India. The Courts at Pune, Maharashtra, India shall have exclusive jurisdiction in respect of this MOU or any appeal preferred from Arbitration Award.”

3. It appears that dispute arose between the parties, as a consequence of which, the petitioner caused a notice to be issued to the Respondent on 09th July, 2021, invoking the Arbitration Clause. The Respondent sent a reply disputing the proposed name of the Arbitrator, as a consequence of which, the petitioner was constrained to file present petition.

4. This Court has perused the Arbitration Clause and the invocation notice. There appear to be disputes between the parties, which need to be resolved by way of Arbitration. The Arbitration Clause specifies Pune as the place of Arbitration and, therefore, it would be appropriate to appoint an Arbitrator, who is available at Pune.

5. Accordingly, Smt. Dr. Justice Shalini Phansalkar-Joshi, a former judge of this Court is appointed as the Arbitrator. The details of the learned Arbitrator are as follows :

Hon'ble Smt. Dr. Justice Shalini Phansalkar-Joshi,
Address at Mumbai : C/o Mridula Bhatkar,
501, Sakte, M.B. Raut Marg, Neal Balmohan Vidya Mandir,
Shivaji Park, Dadar (W), Mumbai – 400 025.

***Address at Pune : Bunglow No. 12, Bhagya Chintamani Nagar,
Poud Road, Kothrud, Pune - 411038.***

Mob. No. 9657188676.

Email : phansalkarjoshi@gmail.com

6. The parties are directed to immediately inform the learned Arbitrator about the order passed today.

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

8. The fees of the Arbitrator shall be as per Schedule IV to the Aforesaid Act.

9. All questions are kept open.

10. The petition stands disposed of.

(MANISH PITALE, J.)