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

ARBITRATION PETITION NO. 215 OF 2022

Kartikeya Security & House Keeping
Service Pvt. Ltd.

...Petitioner

Versus

Chief General Manager,
Currency Note Press (CNP)

...Respondent

* * *

- Mr. Vishal Tambat, for Petitioner.
- Mr. Vinod Joshi, for Respondent

* * *

CORAM : MANISH PITALE, J

DATE : 19TH DECEMBER, 2022.

P. C. :

1. By this petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, the Petitioner is seeking appointment of Arbitrator for resolution of disputes between the parties.

2. The Petitioner and the Respondents entered into an agreement whereby the Petitioner was to supply manpower for the canteen being run on behalf of the Respondent. The contract executed between the parties specifies that if a dispute arose between the parties it would be resolved with reference to the general conditions of the contract and in that light clause 16.2 pertaining to Arbitration is relevant.

3. The learned Counsel for the Petitioner submits that by

notice dated 20th August, 2022, the Petitioner invoked the Arbitration Clause, also stating the quantum of claims sought to be raised against the Respondent. There was no response on behalf of the Respondent, due to which the Petitioner was constrained to file the present petition.

4. The Respondent has appeared through Counsel. This Court heard the learned Counsel for the rival parties, in the backdrop of the material placed on record.

5. A perusal of the contract document shows that when the said document is read with the general conditions of contract, clause 16.2 thereof pertaining to the Arbitration would be applicable. The said clause specifies that if the claim is below Rs. 1 Crore, a sole Arbitrator would be appointed. The invocation notice issued by the Petitioner shows that it is raising claims against the Respondent, which are less than Rs. 1 Crore and that therefore, a sole Arbitrator will have to be appointed.

6. The record shows that the dispute between the parties arose at Nashik and that the parties are also at Nashik and that therefore, it would be appropriate that an Arbitrator is appointed who is available at Nashik. Accordingly, Mr. P. N. Karhadkar, is appointed as the sole Arbitrator to resolve disputes between the parties. The

details of the learned Arbitrator are as follows :

Mr. P. N. Karhadkar,

Flat No. 17, "Shrimant Chintamani CHS",

Near Purushottam High School,

Vidyanagari, Nashik Road, Nashik - 422 101.

7. The learned Counsel for the parties shall inform the learned Arbitrator about the order passed today.

8. The learned Arbitrator is requested to communicate his consent and Disclosure Statement as per Section 11(8) read with Section 12(1) of the said Act, to the Registrar (Judicial) of this Court, within four weeks from today.

9. The Fees of the learned Arbitrator shall be as per Schedule IV to the said Act.

10. All questions are kept open to be determined by the learned Arbitrator.

11. The petition stands disposed of.

(MANISH PITALE, J.)