

Vidya Amin

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**COMMERCIAL ARBITRATION APPLICATION NO. 127 OF 2020
WITH
COMMERCIAL ARBITRATION PETITION NO. 405 OF 2020**

Intee Logistics Pvt. Ltd. .. Applicant/Petitioner
Vs.
Gulf Petrochem India Pvt. Ltd. .. Respondent

Mr. Prerak Choudhary for the applicant/petitioner.
Mr. Pavan S. Patil for the respondent.

**CORAM : G.S. KULKARNI, J.
DATE : JUNE 13, 2022.**

P.C.:

1. These are two proceedings. Commercial Arbitration Application No. 127 of 2020 is filed under section 11 of the Arbitration and Conciliation Act, 1996 (for short, “the Act”) whereby the applicant has prayed for appointment of an arbitral tribunal to adjudicate the disputes and differences between the parties, which have arisen under the Agreement dated 14 September, 2016 read with addendum and extension of Agreement dated 21 January, 2019. Commercial Arbitration Petition No. 405 of 2020 is filed by the petitioner under section 9 of the Act.

2. Insofar as Section 11 proceedings are concerned, the arbitration agreement between the parties is contained in Article 24 of the Agreement, namely, “Dispute Resolution and Arbitration” Clause, which

is not disputed, which has been extracted in the order dated 25 February, 2020 passed by this Court on the Section 9 petition.

3. Learned counsel for the respondent fairly states that his clients would not have any objection that the disputes be referred to arbitration by appointing an arbitral tribunal.

4. Learned counsel for the applicant/petitioner states that as Section 9 petition has been pending for sometime and in the light of the order dated 25 February, 2020 passed by this Court (G.S. Patel, J.) on the Section 9 petition, liberty be granted to the petitioner to file an appropriate Section 17 application praying for appropriate interim reliefs before the arbitral tribunal. He, accordingly, prays that Section 9 petition be disposed of with such liberty. In my opinion, the suggestion is fair as also no prejudice would be caused to the respondent, as all contentions of the respondents are certainly required to be kept open in any such fresh interim proceedings if are filed by the applicant/petitioner before the arbitral tribunal.

5. In view of the fact that the respondent has agreed for appointment of arbitral tribunal, both the proceedings needs to be disposed of by the following order:

ORDER

(i) Ms. Manjari Shah, Advocate of this Court is appointed as a sole arbitrator to adjudicate the disputes between the parties which have arisen under the Agreement dated 14 September, 2016 read with addendum and extension of Agreement dated 21 January, 2019.

(ii) The learned sole arbitrator, before entering the arbitration reference, shall forward a statement of disclosure as per the requirement of Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996, to the Prothonotary & Senior Master of this Court by email id-rgpsm-bhc@nic.in, to be placed on record of this application with a copy to be forwarded to both the parties;

(iii) At the first instance, the parties shall appear before the prospective arbitrator within 10 days from today on a date which may be mutually fixed by the learned sole arbitrator;

(iv) The fees payable to the arbitral tribunal shall be as prescribed under the Bombay High Court (Fees Payable to Arbitrators) Rules, 2018 and shall be borne by the parties in equal proportion.

(v) Section 9 petition is disposed of with liberty to the applicant/petitioner to file a fresh application before the arbitral tribunal under section 17 of the Act.

(vi) All contentions of the parties in that regard are expressly kept open;

(vii) Both the proceedings are disposed of in the above terms. No costs.

(viii) Office to forward a copy of this order to the learned Arbitrator on the following address:

Ms. Manjari Shah, Advocate
203, Rehman House,
Nadirsha Sukhiya Street,
Fort, Mumbai-400001.
Mobile: 9821115928
e-mail: manjaridshah@ gmail.com

[G.S. KULKARNI, J.]