

Vidya Amin

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

**ARBITRATION APPLICATION NO. 132 OF 2020
WITH
ARBITRATION APPLICATION NO. 134 OF 2020
(Not on board, taken on board)**

Mahindra and Mahindra Financial Services Ltd. .. Applicant

Vs.

Victor Infra and Anr. .. Respondents

Ms. Priya Crasto for the applicant.

Mr. Sujit Lahoti a/w. Aniket Worlikar, Aditya Kale i/b. Sujit Lahoti & Associates for the respondents.

CORAM : G.S. KULKARNI, J.

DATE : AUGUST 23, 2022.

P.C.:

1. These are applications 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 Loan Agreement dated 30 January, 2016. The arbitration agreement between the parties is contained in Clause 15 of the Agreement. There is no dispute in regard to the existence of the Arbitration agreement. The applicant by its advocate’s letter dated 5 July, 2018 had invoked the arbitration agreement. However, as the respondents did not agree to the appointment of arbitral tribunal, the present application is filed.

2. Learned counsel for the respondent has fairly stated that his client

would not averse for a dispute to be referred to arbitration by appointing an arbitral tribunal.

3. In the above circumstances, the applications are required to be allowed. They are accordingly allowed by the following order:

ORDER

(i) Mr. Pranav Dessai, Advocate of this Court is appointed as a sole arbitrator to adjudicate the disputes between the parties which have arisen under the Loan Agreement dated 30 January, 2016

(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, 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 15 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) All contentions of the parties are expressly kept open;
- (vi) The applications are disposed of in the above terms. No costs.
- (vii) Office to forward a copy of this order to the learned Arbitrator on the following address:

Mr. Pranav Dessai, Advocate
C/o. Rohit Kapadia, Senior Advocate
202/203, Mulla House,
51, M.G. Road,
Fort, Mumbai – 400 001.
(M) 9594838001
Tel.No. 22824199/42, 66102783/84
Email : pranavdessai@gmail.com

[G.S. KULKARNI, J.]