

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 104 OF 2022**

Conwy Hospitality Pvt. Ltd. ..Applicant
Vs.
District Sports Complex Managing
Committee and Anr. ..Respondents

Mr. Dikshat Mehra with Mr. Chintan Gandhi and Ms. Anjali Dhoot i/b.
Rajani Associates for Applicant.
Mr. Harish Malhotra for Respondents.

**CORAM : G.S. KULKARNI, J.
DATE : JUNE 28, 2022.**

P.C.:

1. This is an application 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 for adjudication of the disputes and differences between the parties arising under a Service Agreement dated 21 September, 2020. There is no dispute in regard to the arbitration agreement which is contained in clause 20 of the agreement in question. The applicant by its notice dated 03 March, 2022 has terminated the contract for the reasons as set out in the termination notice. It is on such premise, disputes and differences have arisen between the parties. The applicant thereafter issued a notice invoking arbitration dated 21 March, 2022 as addressed to the respondents. As the respondents did not consent for appointing an arbitral tribunal, the present application was filed.

2. The respondents are represented by advocate Mr. Harish Malhotra. He has fairly not disputed the existence of the arbitration agreement, he however, submits that the disputes between the parties

can be referred to arbitration or they can be mutually settled between the parties.

3. Considering the complexion of the disputes, stand taken by the respondents is fair. The parties can make an endeavour to resolve the disputes before they proceed to arbitration and for such reason, learned arbitrator, who is to be appointed to adjudicate the disputes between the parties, can enter reference after some time.

4. As there is no dispute in regard to the existence of the arbitration as also there is invocation of the arbitration agreement, the application is required to be allowed. Hence, the following order:-

ORDER

(i) Mr. Rohan Kelkar, Advocate of this Court, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the Service Agreement dated 21 September, 2020.

(ii) The learned prospective sole arbitrator, before entering the 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) The learned sole arbitrator shall enter the reference after a period of four weeks from today in order to enable the parties to make an endeavour to settle the disputes. The parties shall accordingly hold first settlement meeting on 01 July, 2022 and thereafter the second meeting on 08 July, 2022 or on any other date as mutually fixed by the parties.

(iv) In the event if settlement is not brought about, the parties shall proceed to arbitration and accordingly, approach the learned arbitrator

who shall enter reference after four weeks from today.

(v) The fees payable to the arbitral tribunal shall be paid by the parties in equal proportionate.

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

(vii) The application is 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:

“Address: 14-C, Examiner Press Building, 4th Floor, Dalal Street,
Fort, Mumbai – 400 001.

Mobile No. 9820446842

Email ID: kelkar.rohan@gmail.com”.

[G.S. KULKARNI, J.]