

rajshree

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

ARBITRATION APPLICATION NO.111 OF 2022

Kalpana Padma CHS Ltd.	]	..	Applicant
vs.			
Messrs.Shubham Enterprise	]	..	Respondent

Mr.Chetan Shah a/w Ramchandran Narayanan i/b Narayanan & Narayanan for the Applicant.

Mr.Yash Dhakad i/b Tushar Goradia, for the Respdnent.

CORAM : BHARATI DANGRE, J

DATE : 23rd NOVEMBER, 2022.

P.C.

1] The disputes and differences between the Applicant-Society and Respondent-Developer are arising out of Development Agreement dated 14.04.2010, where reference was made to the Sole Arbitrator appointed by this Court on 30.11.2021.

The order record that the Advocate appearing for Developer do not dispute the existence and validity of the Arbitration Agreement to be found in clause(69) of the Development Agreement and instead of three members Tribunal, sole Arbitrator came to be appointed.

2] On 14.02.2022 the Sole Arbitrator, expressed his inability to proceed with the Arbitration and recused himself by addressing communication to the Advocates representing the parties.

3] In the wake of above development, present Application is filed under Section 11 read with 15 of the Arbitration & Conciliation Act seeking substitution of the Sole Arbitrator by a new Arbitrator who can take the arbitration proceedings further.

4] The learned counsel for respective parties have agreed to appoint Advocate Piyush Raheja as sole Arbitrator, to substitute the earlier Arbitrator, who has recused himself.

Hence, the following order :

ORDER

(A) By consent of the parties, Advocate Piyush Raheja is appointed as a sole Arbitrator to decide upon the disputes and differences between the parties under the Development Agreement dated 14.04.2010.

(B) The parties shall intimate Advocate Piyush Raheja of his appointment as a sole Arbitrator to resolve the dispute between them, forthwith.

(C) The learned Arbitrator, within a period of 15 days 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.

(D) The parties shall appear before the arbitrator within a period of two weeks from today and the learned Arbitrator shall fix up a first date of hearing in the week commencing from 12/12/2022. The Arbitral Tribunal shall give all further

directions with reference to the arbitration and also as to how it is to proceed.

(E) Contact and communication particulars shall be provided by both sides to the learned Sole Arbitrator within a period of one week from today. This information shall include a valid and functional E-mail address as well as mobile numbers of the parties, participating in the process as well as of the Advocates.

(F) The contentions of both the parties are expressly kept open.

(G) Parties agree that the arbitral costs and fees of the Arbitrator shall be borne by them in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

(H) The learned Arbitrator shall conclude the Arbitration proceedings within a period of one year from today.

5] In the wake of the above order, the Arbitration Application is disposed off. There shall be no order as to costs.

[BHARATI DANGRE, J]