

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 227 OF 2021

WITH

COMMERCIAL ARBITRATION PETITION NO. 143 OF 2021

Axis Trustee Services Ltd.	...	Applicant/Petitioner
vs.		
Reliance Big Pvt. Ltd.	...	Respondent

WITH

COMMERCIAL ARBITRATION APPLICATION NO. 225 OF 2021

WITH

COMMERCIAL ARBITRATION APPLICATION NO. 11 OF 2022

Axis Trustee Services Ltd.	...	Applicant
vs.		
Reliance Innoventures Pvt. Ltd.	...	Respondent

WITH

COMMERCIAL ARBITRATION APPLICATION NO. 7 OF 2022

WITH

COMMERCIAL ARBITRATION PETITION NO. 267 OF 2021

Axis Trustee Services Ltd.	...	Applicant/Petitioner
vs.		
Reliance Infrastructure	...	Respondent
Consulting and Engineers Pvt. Ltd. & Ors.		

RAJESHWARI
RAMESH
PILLAI

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RAJESHWARI
RAMESH PILLAI
Date: 2022.06.22
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Dr. Birendra Saraf, Senior Advocate a/w. Mr. Rohan Sawant, Mr. Sachin Chandrana, Mr. Mayur Bhojwani and Mr. Reehan Ajmerwala i/b. M/s. Manilal Ambalal & co. for the Petitioner.

Mr. Prateek Seksaria a/w. Mr. Firoze Patel, Mr. Vrushabh Vig i/b. M/s. Crawford Bayley & Co. for the Respondent.

CORAM : A. K. MENON, J.

DATED : 21st JUNE, 2022

P.C. :

1. Both sides state that in the above Applications, the Arbitration Agreements are admitted. They also agree that disputes and difference under the four agreements being subject matter of the applications be referred to a Sole Arbitrator to be appointed by this Court. In view thereof I pass the following order:

(i) Mr. S. J. Kathawalla, Former Judge of Bombay High Court is appointed as Sole Arbitrator to adjudicate upon claims and counter claims, if any in respect of each of the agreement forming subject matter of the above Arbitration Application.

(ii) The learned Arbitrator is requested to file his disclosure statement under section 11(8) and Section 12(1) within three weeks with the Prothonotary and Senior Master and provide copies to the parties.

(iii) Parties to appear before the Sole Arbitrator on a date to be fixed by him at his earliest convenience.

(iv) Both sides agree that they will bear the fees of the learned arbitrator in the first instance. Arbitrator is at liberty to fix his fees.

(v) In view of the above CARAP/227/2021, CARAP/225/2021, CARAP/7/2022 and CARAP/11/2022 stands disposed in the above terms.

(vi) In view of the orders passed in the above Arbitration Applications it is also agreed that the pending petitions under Section 9 being CARBP/143/2021 and CARBP/267/2021 shall be treated as applications under section 17 in the respective references.

(vii) Formal amendments to be carried out converting the petitions to Section 17 application within two weeks from today

(viii) Ad-interim orders operating shall continue to operate pending disposal of the applications under section 17

(A. K. MENON, J.)