

Prajakta Vartak

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

COMMERCIAL ARBITRATION APPLICATION NO.212 OF 2021

Avana Logistek Limited ..Applicant
Vs.
Rosenberger Electronic Company India Pvt. Ltd. ..Respondent

Mr. Biju Josesph, Mr. Hardik Vashisht i/b. Lloyd & Johnson for Applicant.
Ms. Saveena Bedi for Respondent.

**CORAM : G.S. KULKARNI, J.
DATE : JANUARY 21, 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 to adjudicate the disputes and differences between the parties which have arisen under the Warehouse Agreement dated 7 January, 2019. There is no dispute between the parties in regard to the existence of an arbitration agreement which is contained in clause 22 of the agreement in question. There is also no dispute about the invocation of the arbitration agreement.

2. Learned counsel for the respondent on instructions fairly states that her client would not have any objection if the disputes are referred for adjudication by appointing a sole arbitrator.

3. In view of such consensus between the parties, the Court would be required to proceed to pass the following order:-

ORDER

- (i) Mr. Shailendra S. Kanetkar, Advocate of this Court, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the Warehousing Agreement dated 7 January, 2019;
- (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 fees payable to the arbitral tribunal shall be paid in equal proportion by the parties.
- (iv) 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 prospective sole arbitrator;
- (v) All contentions of the parties which would also include the contention of the respondent in regard to the legality of the termination of the contract in question are expressly kept open;
- (vi) The application is 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:

“Office No.16, Ground Floor, Shri Niwas Building,
D.V. Deshpande Marg, Shivaji Park Road No.4, NearBrahman
Sahayyak Sangh, Dadar (W.), Shivaji Park, Mumbai – 400 028.
Contact No. 9821265257
E-mail- kedar_k23@yahoo.com ”

[G.S. KULKARNI, J.]