

Prajakta Vartak

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

COMMERCIAL ARBITRATION APPLICATION NO.222 OF 2021

Gypsum Structural India Pvt. Ltd.

..Applicant

Vs.

Bucon Engineers & Infrastructure Pvt. Ltd. & Anr.

..Respondents

Mr. Bimal Rajasekhar for Applicant.

Mr. Ajit Anekar for Respondents.

CORAM : G.S. KULKARNI, J.

DATE : JANUARY 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 the contract dated 3 December, 2019 which is in the nature of Memorandum of Understanding of JV Agreement.

2. The case of the applicant is that there is a monetary claim of the applicant against the respondent. The arbitration agreement in the MOU is contained in clause 19 whereby the parties have agreed that the disputes and differences which shall arise between the parties shall be referred to a sole arbitrator. The venue and seat of the arbitration is agreed as Mumbai. There is also no dispute in regard to the invocation

of the arbitration agreement by the applicant.

3. Mr. Anekar, learned counsel for the respondents, on instructions, makes a statement that his clients would not have any objection for this Court to proceed to appoint a sole arbitrator to adjudicate the disputes and differences between the parties under the agreement in question.

4. In view of the aforesaid consensus between the parties, the application is required to be allowed. It is accordingly allowed by the following order:-

ORDER

(i) Mr. Anupam Surve, Advocate of this Court, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the Memorandum of Understanding of JV Agreement dated 3 December, 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 as prescribed under the Bombay High Court (Fees Payable to Arbitrators) Rules, 2018.

(iv) 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 prospective sole arbitrator;

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

- (vi) Needless to observe that it would be opened for the respondents to raise their counter-claim.
- (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:

“D-1, Jeevan Jyot, 1st Floor, 18/20 Cawasji Patel Street,
Fort, Mumbai – 400 001.
Mobile No. 981985561
E-mail: anupamsurve@gmail.com”

[G.S. KULKARNI, J.]