

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

COMMERCIAL ARBITRATION APPLICATION NO. 239 OF 2021

Girnarsoft Automobiles Pvt.Ltd.	..Applicants
vs.	
Rakesh Bhatia & Anr.	..Respondents

and

COMMERCIAL ARBITRATION APPLICATION NO. 241 OF 2021

Girnarsoft Automobiles Pvt.Ltd.	..Applicants
vs.	
Subhash B. Bhandari & ors.	..Respondents

Mr.Shreyas Shrivastava, for the Applicants

Mr.Sachin Daga, for the Respondents.

**CORAM : G.S. KULKARNI, J.
DATE : AUGUST 1, 2022.**

P.C.:

1. Heard learned Counsel for the applicants and learned Counsel for the respondents.
2. These are two applications filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short "**the Act**") whereby the applicants seeks appointment of an arbitral tribunal for adjudication of the disputes and differences which have arisen between the parties under the Leave and Licence Agreement dated 20 July 2019 in Commercial Arbitration Application No.241 OF 2021, and Leave and Licence Agreement dated 20 July 2019 in Commercial Arbitration Application No.239 OF 2021. There is no dispute in regard to existence of arbitration agreement between the parties as contained in Clause 25.4 of the respective agreements. Learned Counsel for the respondents

fairly states that his clients would not have any objection for appointment of an arbitral tribunal for adjudication of the disputes and differences which have arisen between the parties which are in respect of refund of security deposit as paid by the applicants to the respondents under the Leave and License Agreements. Learned Counsel for the respondents submits that the amount involved is small and the parties are already in settlement talks. He submits that the settlement talks can be taken further, for resolution of the disputes. The suggestion made on behalf of the respondents is also fairly accepted by the learned Counsel for the applicant. He submits that in so far the settlement talks could not succeed.

3. There is no dispute in regard to existence of the arbitration agreement between the parties as also there is proper invocation of the arbitration agreement. Further learned Counsel for the respondents would consent for appointment of an arbitral tribunal subject to a window of 30 days for the parties to have settlement talks.

4. In my opinion, considering the amounts involved, it would be appropriate that before the arbitral tribunal enters a reference efforts can be made by the parties to resolve the disputes. Let the same be undertaken within 30 days as suggested on behalf of the parties. The arbitral tribunal accordingly can enter a reference after one month from today. Both the applications are accordingly disposed of in the following terms:-

ORDER

(i) Mr. Anupam Surve, Advocate of this Court, is appointed as a sole Arbitrator to adjudicate the disputes and differences between the parties under the Leave and Licence Agreement dated 20 July 2019 in Commercial Arbitration Application No.241 OF 2021, and Leave and

Licence Agreement dated 20 July 2019 in Commercial Arbitration Application No.239 OF 2021.;

(ii) The learned sole prospective arbitrator shall enter a reference after 1 September 2020 so as to enable the parties to utilize the time between today and the learned arbitrator entering a reference, to bring about settlement.

(iii) The learned sole prospective arbitrator, fifteen 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;

(iv) The fees of the arbitration shall be borne in equal proportion by the parties and may be fixed by the learned arbitrator.

(v) At the first instance, the parties shall appear before the prospective arbitrator within 10 days from 1 September 2022 on a date which may be mutually fixed by the prospective sole arbitrator;

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

(vii) The applications are 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:

Mr. Anupam Surve,
Address:- D-1, Jeevan Jyot, 1st Floor, 18/20
Cawasji Patel Street, Fort, Mumbai- 400001.
Mobile No:- 9819855561
E-mail:- anupamsurve@gmail.com

[G.S. KULKARNI, J.]