

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

ARBITRATION APPLICATION NO.364 OF 2019

ALONG WITH

ARBITRATION APPLICATION NO.368 OF 2019

Siemens Financial Services Pvt. Ltd.

.. Applicant

Vs.

Anil Singh (Sole Proprietor of Balaji Engineering Works) & Anr. .. Respondents

Ms. Aaushi Doshi, with Mr. Siddhesh Rajput, i/by India Law LLP, for the Applicant.

Mr. Chetan Alai for the Respondents.

CORAM : A. K. MENON, J.

DATE : 20TH JUNE, 2022.

P.C. :

1. At the hearing of both these applications, under Section 11 of the Arbitration and Conciliation Act, 1996, both the learned counsel have, on instructions, agreed that disputes and differences between the parties in relation to the Loan Agreements dated 8th July 2016 and 25th April 2016 may be referred to the sole arbitration of Advocate Hiren Kamod. Copies of both the Loan Agreements are annexed at Exhibit-B to both the applications.

2. In view thereof, I pass the following order :-

(i) Advocate Hiren Kamod is appointed as Sole Arbitrator to adjudicate upon disputes and differences between the parties in relation to the Loan Agreements dated 8th July 2016 and 25th April 2016.

(ii) The learned Arbitrator is requested to file his disclosure

statement under Section 11(8) and Section 12(1) of the Arbitration and Conciliation Act, 1996, within a period of four weeks from today 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 the earliest possible.
- (iv) Both sides shall share the costs equally in the first instance.
- (v) Fees payable to the Sole Arbitrator will be in accordance with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (vi) In the meanwhile, registry is directed to accept vakalatnama tendered by the Advocate in court.
- (vii) Both the Arbitration Applications are disposed in the above terms.
- (viii) No costs.

(A.K. MENON, J.)