

Prajakta Vartak

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

COMMERCIAL ARBITRATION APPLICATION NO. 252 OF 2021

Chandranchal Infrastructure LLP	..Applicant
Vs.	
Supreme Equipments Pvt. Ltd.	..Respondent

None for Applicant.

Mr. Sandeep Shinde with Mr. Akshay Bankapur, Mr. Ravi Asabe and Ms. Mayuri Karekar for Respondent.

**CORAM : G.S. KULKARNI, J.
DATE : FEBRUARY 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 “Work Order for the Facade Work of Industrial Unit of Supreme Equipment at Nasik” dated 07 May, 2019.

2. On 04 February, 2022, the applicant was represented by Mr. Prakhar Tandon and the respondent was represented by Mr. Sandeep Shinde. The proceedings were adjourned for today as the application was not served on the respondent. Thereafter it was served.

3. Mr. Shinde, learned counsel for the respondent, on instructions, states that his client would not have any objection for the disputes and differences between the parties to be referred for arbitration by appointing an arbitral tribunal. He has drawn my attention to the work order in question which contains the arbitration agreement in a clause

titled as “Dispute Settlement”. The arbitration agreement between the parties reads thus:-

“Any Dispute or difference arising out of or in connection with this Contract shall be to the extent possible, be settled amicably between the Parties, Contractor and Architect and Client. Any amicable settlement is not arrived at, the dispute shall be referred to the Arbitrator under the provision of Arbitration and Conciliation Act, 1996 or any subsequent amendment thereof, the Venue of Arbitration shall be Nasik/Mumbai and the Language shall be English.”

4. By a notice dated 11 June, 2021 the applicant invoked the arbitration agreement and requested the respondent to appoint an arbitral tribunal to adjudicate the disputes between the parties. As a consensus between the parties could not be reached to appoint an arbitral tribunal, the present application was filed.

5. As seen from the arbitration agreement the parties have agreed that the venue of the arbitration shall be either Mumbai or Nashik. Learned counsel for the respondent states that the venue of the arbitral proceedings shall be at Mumbai.

6. In view of the fair stand as taken by the respondent that the disputes be referred to arbitration, in my opinion, the application needs to be allowed. It is accordingly allowed by passing the following order:-

ORDER

(i) Mr. Justice J.P. Devadhar, Former Judge of this Court, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the “Work Order for the Facade Work of Industrial Unit of Supreme Equipment at Nasik” dated 07 May, 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 10 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) 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:

**“Mr. Justice J. P. Devadhar,
322, Varma Chamber, 11,
Homji Street, Near Horniman Circle,
Fort, Mumbai 400 001.
Mobile No. 9819788452
Email ID : jpdevadhar@gmail.com.”**

[G.S. KULKARNI, J.]