

Prajakta Vartak

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

COMMERCIAL ARBITRATION APPLICATION NO. 300 OF 2021

Times Strategic Solutions Ltd.	..Applicant
Vs.	
Yes Bank Ltd.	..Respondent

Mr. Vishal Maheshwari with Ms. Kamini Pansare and Ms. Simran Kasat i/
b. VM Legal for Applicant.
Ms. Sushmita Gandhi with Ms. Anamika Singh and Ms. Meryl Quadros i/
b. Induslaw for Respondent.

**CORAM : G.S. KULKARNI, J.
DATE : FEBRUARY 28, 2022.**

P.C.:

1. This is an application filed by the applicant 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 which have arisen between the parties under the Sponsorship Agreement dated 30 November, 2016.
2. The said agreement contains a “Dispute Resolution, Jurisdiction and Governing Law” clause being clause 13(j) being the arbitration agreement between the parties whereby the parties have agreed for reference of the disputes which may arise between the parties to arbitration. It is also agreed that the proceedings of the arbitration shall take place at Mumbai.
3. Learned counsel for the respondent, although has contentions on the merits of the disputes, would fairly state that such contentions can be raised in the arbitral proceedings. The approach of the respondent is

fair as also there is an appropriate invocation of the arbitration agreement by the applicant. The disputes are thus required to be referred to be adjudicated by an arbitral tribunal.

4. There is no dispute in regard to the existence of the arbitration agreement between the parties, as noted above, as also there is appropriate invocation of the arbitration agreement, by the applicant by its advocate's notice dated 21 August, 2021 and since the same was not favourably responded by the respondent, the present application has been filed.

5. In the above circumstances, the application is disposed of by the following order:-

ORDER

(i) Mr. Justice Manoj S. Sanklecha, Former Judge of this Court, is appointed as a sole Arbitrator to arbitrate the disputes and differences between the parties under the Sponsorship Agreement dated 30 November, 2016;

(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 respondent as also contentions of the applicant 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:

**“311, Churchgate Chambers,
Thakersey Road, New Marine Lines,
Behind Aaykar Bhavan, Mumbai – 400 020.
Mobile: 9820065338
Email ID: manojssanklecha@gmail.com”**

[G.S. KULKARNI, J.]