

rajshree

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.220 OF 2022**

Kochar Infotech Limited] .. Applicant

vs.

B2X Service Solutions India Pvt. Ltd.] .. Respondent

Mr.Ganesh Vaidya, for the Applicant.

Mr.D.S. Patil, for the Respondent.

CORAM : BHARATI DANGRE, J

DATE : 19th DECEMBER, 2022.

P.C.

1] The Service Agreement dated 24.08.2017 entered between the parties prescribe the dispute resolution mechanism in form of Clause (21).

2] There is no dispute between the parties that the said clause amount of "Arbitration clause". The clause was invoked by the Applicant on 06.06.2022, calling upon the Respondent to make the outstanding payment of Rs.15,25,696/- as on 31.03.2022 alongwith interest at the rate of Rs.12% p.a.

3] Since neither the payment came nor any consensus was shown as regards appointment of the Arbitrator, the Applicant has approached this Court seeking appointment of an Arbitrator.

4] The learned counsel for the Respondent state that he has instructions not to oppose the Arbitration Application in the wake of existence of the arbitration clause in form of Article 21. He would submit that since the arbitration has been invoked, let the Court appoint a Sole Arbitrator.

5] The respective counsel make a prayer that since arbitration clause contemplate time limit of 45 days for the proceedings to complete after its reference, let the proceedings be fast-tracked since the dispute is limited.

6] In the wake of above, I pass the following order :

ORDER

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator :

Ms.Neeta Jain, Advocate, is hereby appointed as a Sole Arbitrator to decide the disputes and differences between the parties under the documents referred to above.

The learned Arbitrator shall follow the process contemplated under Section 29-B of the Arbitration and Conciliation Act, 1996 and make every endeavor to fast track the proceedings.

(b) Communication to Arbitrator of this order :-

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the applicant/petitioner within one week from the date this order is uploaded.

(c) Disclosure : The learned Arbitrator, within a period of 15 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.

(d) Appearance before the Arbitrator : The parties shall appear before the Sole Arbitrator within a period of two weeks from today and the learned Arbitrator shall fix up a first date of hearing in the week commencing from 02/01/2023. The Arbitral Tribunal shall give all further directions with reference to the arbitration and also as to how it is to proceed.

(e) Contact and communication information of the parties : Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. This information shall include a valid and functional E-mail address as well as mobile numbers of the parties, participating in the process as well as of the Advocates.

(f) Section 16 application : The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.

(g) Fees : The Sole Arbitrator shall be entitled for the fees as per the 4th Schedule of the Arbitration and Conciliation Act, 1996 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

(h) Venue and seat of Arbitration : Parties agree that the venue and seat of the arbitration will be in Mumbai.

(i) Procedure : These directions are not in derogation of the powers of the learned Sole Arbitrator to decide and frame all matters of procedure in arbitration.

(j) All the rights and contentions of the parties are kept open.

Arbitration Application is disposed off in the aforesaid terms.

[BHARATI DANGRE, J]