

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD
ARBITRATION APPLICATION NO.18 OF 2021
WITH CA/13369/2021 IN ARB/18/2021**

SAMEER JYOTINDRA PANDE
VERSUS
MARATHWADA CONSTRUCTIONS PVT. LTD. THR ITS
DIRECTOR PARINEETA PRAMOD KHAIRNAR AND
ANOTHER

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Mr. Sameer J. Pande, Party in Person.

Mr. Pushpak Gujrathi h/f Mr. Vijay P. Latange, Advocate for
Respondent No.1.

Mr. Ajit B. Gaikwad, Advocate for Respondent No.2.

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**CORAM : SHARMILA U. DESHMUKH, J.
DATED : 02nd MARCH, 2023.**

PER COURT:-

1. This Arbitration Application has been preferred under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of sole Arbitrator. The attention of this Court is invited to Clause 26 of the development agreement dated 29 day of July 2013 executed between the parties, which reads thus:

“26. That in the event of any dispute the respect of development agreement and this property and parties to this Agreement shall refer for arbitration and the arbitrator will be appointed by written consent of all the parties to this agreement as per provisions of Arbitration and Conciliation Act, 1996 and all the judgment and decision of arbiter will be binding on all the parties.”

2. The existence of arbitration agreement is not disputed and both the parties have arrived at consensus that, Mr. Justice V.K. Jadhav, former Judge of this Court can be appointed as an Arbitrator to decide the disputes arising between them.

3. Accordingly, the arbitration application is disposed of with following order :-

a) **Appointment of Arbitrator :-**

By consent, Hon'ble Mr Justice V. K. Jadhav, former Judge of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Partnership Deed.

(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 within one week from the date this order is uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses :-

Arbitrator : Hon'ble Mr Justice V. K. Jadhav,
former Judge of this Court.

Address : Building No.A-3, Flat No.401, My World
Pride, Opp. Airport, Jalna Road,
Aurangabad.

Phone : 94220 69570.

Email : vishwasjadhav@hotmail.com

(c) **Disclosure :-**

The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to the Registrar of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Registrar on the file of this application. Copies will be given to both sides.

(d) **Appearance before the Arbitrator :-**

Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.

(e) **Contact/communication information of the parties :-**

Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.

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) **Interim Application/s :-**

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.

(ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

(h) **Fees :-**

The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

(i) **Sharing of costs and fees :-**

Parties agree that all arbitral costs and the fees of the

arbitrator will be borne by the two sides in equal shares in the first instance.

(j) Consent to an extension, if thought necessary.

Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.

(k) Venue and seat of arbitration :-

Parties agree that the venue and seat of the arbitration will be in Aurangabad.

4. The application is disposed of in these terms. No costs.

5. In view of disposal of Arbitration Application, present Civil Application also stands disposed of.

**(SHARMILA U. DESHMUKH)
JUDGE**