

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 115 OF 2022**

Halukabel India Private Limited, Through Prakash Shankar Patel	...	Petitioner
vs.		
Renaissance Indus Infra Private Limited	...	Respondent

Mr. Sagar A. Joshi for petitioner.

**CORAM : MANISH PITALE, J
DATE : 4th JANUARY, 2023**

P.C. :

. This is a petition filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of arbitrator. The parties entered into an agreement for the respondent to supply pre-engineered structure to the petitioner. There was an arbitration clause in the said agreement, which reads as follows:

‘37. Arbitration and Jurisdiction: Any disputes that may arise in connection with this LOI or Agreement to Lease or its validity shall be initially resolved between Renaissance and the top officials of the Lessee and in the event such a dispute cannot be resolved, the same shall be exclusively and finally be settled under Indian law and shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall comprise of Sole Arbitrator appointed by the Parties. The place and seat of arbitration shall be Bhiwandi, India. The substantive law governing this LOI shall be that of Indian law. The Courts of Thane shall have exclusive jurisdiction.’

2. Since disputes arose between the parties, by notice dated 7th February, 2022, the petitioner invoked the arbitration clause, for proposing the name of an arbitrator for resolution of disputes between the parties. There was no response to the said notice, due to which, the petitioner was constrained to file the present petition.

3. On 28th September, 2022, this Court issued notice in the present petition. On 30th November, 2022, an Advocate appeared on behalf of the respondent and sought time to file reply affidavit. This petition was kept for final disposal today.

4. When the petition is called out for hearing, it is found that the advocate, who had appeared for the sole respondent, has not filed vakalatnama and reply affidavit. Office note shows that the respondent is already served. In these circumstances, petition is taken up for disposal.

5. The documents on record show that there is indeed an arbitration clause in the agreement executed between the parties. The petitioner has raised a dispute and claimed a specific sum of money from the respondent. As noted above, there is no response to the notice dated 7th February, 2022, sent by the petitioner, invoking the arbitration clause. In these circumstances, this Court is inclined to exercise jurisdiction under Section 11(6) of the said Act.

6. A perusal of the arbitration clause shows that the place and seat of arbitration is specified as Bhiwandi and the Courts at Thane are to have exclusive jurisdiction.

7. Notice dated 7th February, 2022 issued by the petitioner, invoking the arbitration clause, shows that the name of Advocate Rajendrakumar Patil has been proposed as the sole arbitrator and he is shown as being available at Thane. This Court is inclined to appoint the said learned advocate as the sole arbitrator to conduct proceedings in terms of aforementioned arbitration clause.

8. Accordingly, Mr. Rajendrakumar Patil, Advocate is appointed as sole arbitrator. Details of the learned arbitrator are as follows:-

135, Wing H-9, Kedar CHS,
Sector Lokpuram CHS, Near Regal Plaza,
Thane (West) – 400 610.
Mob.: 99200 53155.

9. The petitioner undertakes to inform the learned arbitrator about the order passed today.

10. The learned arbitrator is requested to submit his consent and disclosure statement in terms of Sections 11(8) and 12(1) of the aforesaid Act within four weeks from today to the Registrar (Judicial) of this Court. The fees of the learned arbitrator shall be in terms of Fourth Schedule of the said Act.

11. All questions are left open to be decided by the learned arbitrator.

12. Petition stands disposed of in above terms.

(MANISH PITALE, J)

Priya Kambli