

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY****CIVIL APPELLATE JURISDICTION****ARBITRATION PETITION NO. 158 OF 2021**

Manjusha Nishikant Shinde

...Petitioner*Versus*

Mohhammadllyas Harun Rashid Bhokre

...Respondent

Mr. Prashant J. Kenjale, with Adv. Minal Chandani and Adv. Sai Rajendra Kadam, for Petitioner.

Mr. Vignesh Ashokan, i/b. Adv. R. Shelke, for Respondent.

CORAM: DR. NEELA GOKHALE, J.**DATED: 29th November 2023****PC:-**

1. The Petitioner seeks appointment of an arbitrator to adjudicate the disputes between the parties, which have arisen out of the partnership deed dated 18th June 2016.

2. The parties entered into partnership with an object of carrying on the business of fabrication in Taluka Miraj, District Sangli on certain terms and conditions set out in the partnership agreement.

3. Mr. Prashant Kenjale, learned Counsel appearing for the Petitioner states that there were disputes between the parties in respect of accounting of monies as well as arrangement of their respective shares in the partnership. Since the Respondent refused to resolve the issues, the Petitioner through her Counsel issued a legal notice dated 3rd January 2020 to the Respondent calling upon him to submit their disputes to arbitration as per the partnership agreement. There was no reply of the Respondent. Hence, once again vide notice dated 18th June 2020, the Petitioner issued another notice calling

upon the Respondent to agree to appoint any one of the three individuals suggested by the Petitioner in her notice dated 3rd January 2020. Again, there was no reply. In these circumstances, the Petitioner has approached this Court for appointment of an arbitrator.

4. I have perused the partnership deed and the notices issued by the Petitioner. Clause (19) of the partnership deed reads as under:

“19. ARBITRATION:-

That in the event of any dispute between the partners of the legal representatives, either in the conduct of business or as regards terms of this partnership or on dissolution, such disputes will be referred to an arbitrator as agreed to between the partners and/or the legal representatives of the deceased partner and in the event of their being no agreement or appointment by each of the partners and the decision of such arbitrator/arbitrators will be binding on all the parties. In case of more than one arbitrator and in absence of consensus between them the difference will be referred to an umpire as agreed between them and his decision will be binding on all the parties. ”

5. In view of the foregoing, I pass the following order.

ORDER

1. Shri. Jayant V. Navale, Advocate is appointed as a Sole Arbitrator to enter reference and adjudicate the disputes between the parties out of the Partnership Agreement dated 18th June 2016. The seat of the arbitration shall be Sangli.

2. The learned Sole Arbitrator shall forward a statement of disclosure as per the requirement of Section 12(1) of Arbitration and Conciliation Act 1996 to the Prothonotary and Senior Master of this Court to be placed on record of this Petition with a copy forwarded to both the parties.
3. At the first instance the parties shall appear before the learned Arbitrator within a period of ten days from the date of uploading of this order or on such date that may be fixed by the Sole Arbitrator.
4. All contentions of the parties on merits of the disputes are expressly left open.
5. The fees payable to the Arbitral Tribunal shall be in accordance with the Bombay High Court (Fee payable to the Arbitrator) Rules, 2018 which shall be borne by the parties in equal proportion.
6. The Petition is disposed of in the above terms. There will be no order as to costs.
7. Office to forward a copy of this order to the learned Sole Arbitrator on the following address:

“Shri. Jayant V. Navale, Advocate

‘Suvivaj’, Chintamaninagar, Sangli 416 416.

Email: jayantnavale1008@gmail.com

Mob.No.: 9822477723/8275266085.”

(DR. NEELA GOKHALE, J.)