

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 147 OF 2022**

Venky's (India) Limited,
Through representative Mr. Rohan Bhagwat ... Petitioner
vs.
Jaspreet Singh, Prop. of M/s. Chawla Medical Hall ... Respondent

**WITH
ARBITRATION PETITION NO. 148 OF 2022**

Venkateshwara B. V. Biocorp Private Limited,
Through representative Mr. Sudhir Patil ... Petitioner
vs.
Jaspreet Singh, Prop. of M/s. Chawla Medical Hall ... Respondent

Ms. Swatantri Waghmare for petitioners in all the petitions.

**CORAM : MANISH PITALE, J
DATE : 26th APRIL, 2023**

P.C. :

1. By these petitions, the petitioner is seeking appointment of arbitrator for resolution of disputes with the sole respondent, who is the same person in both the petitions.

2. The petitioner is relying upon an arbitration clause, contained in a distributorship agreement executed between the parties. The relevant clause providing for arbitration reads as follows:

“Clause 45: Any disputes arising out of this agreement shall be settled by arbitration by and under the rules of arbitration under The Arbitration and Conciliation Act, 1996. All proceedings in such arbitration shall be in Pune. Courts in Pune shall alone have jurisdiction in matters involving any dispute pertaining to this agreement.”

3. In Arbitration Petition No.147 of 2022, the petitioner issued notice

dated 15th February, 2022, invoking the arbitration clause and proposed the name of a sole arbitrator for resolution of disputes between the parties. There was no response to the said notice on the part of the respondent and hence, the petitioner was constrained to file the aforesaid petition under Section 11 of the said Act.

4. Similarly, in Arbitration Petition No.148 of 2022 also, on 15th February, 2022, the petitioner issued notice to the respondent, invoking the arbitration clause and proposing appointment of a sole arbitrator for resolution of disputes between the parties. Despite service, there was no response on the part of the respondent. Hence, the aforesaid petition came to be filed under Section 11 of the said Act.

5. Upon this Court issuing notice in both the petitions, insofar as Arbitration Petition No.147 of 2022 is concerned, an affidavit of service dated 17th February, 2023 is placed on record. It is stated that the respondent was served by e-mail and copies of the order issuing notice and the arbitration petition alongwith the documents, were attached to the e-mail sent to the respondent. The e-mail was delivered to the sole respondent. This Court is inclined to hold that the respondent was duly served in Arbitration Petition No.147 of 2022.

6. In Arbitration Petition No.148 of 2022, the office note shows that notice was duly served on the respondent, who is the very same person in both these petitions i.e. one Mr. Jaspreet Singh.

7. Despite service in the aforesaid manner in both the petitions, the respondent has chosen not to appear before this Court.

8. In the light of the arbitration clause contained in the distributorship agreements and the fact that the petitioner invoked the said clause in the

light of disputes arising between the parties, this Court is convinced that jurisdiction can be exercised under Section 11 of the said Act for appointment of arbitrator.

9. In Arbitration Petition No.146 of 2022, today, by a separate order, this Court has appointed a substitute arbitrator in respect of the disputes arising between the petitioner and the very same respondent. This Court has taken note that as per the arbitration clause, the arbitration proceedings are to be conducted at Pune and the substitute arbitrator appointed in the said petition i.e. Mr. Mihir Naniwadekar, is available at Pune.

10. In view of the above, Advocate Mr. Mihir Naniwadekar, available at Pune, is appointed as the sole arbitrator for resolution of disputes concerning both the petitions. The details of the learned arbitrator are as follows:

1202, Bhushan, Mayur Colony,
Kothrud, Pune – 411 038.
Mob. No.: 9175208554
E-mail: mihir.naniwadekar@protonmail.com

11. The petitioner undertakes to inform the learned arbitrator about the order passed today, at the earliest.

12. 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 as per the Fourth Schedule to the said Act.

13. All questions are left open for determination by the learned arbitrator.

14. The petitions stand disposed of.

**PRIYA
KAMBLI**

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PRIYA KAMBLI
Date: 2023.04.27
16:20:32 +0530

Priya Kambl

(MANISH PITALE, J)