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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO.163 OF 2023

Kanta Pradeep Pandit ...Petitioner
Versus
Ritu Ran Kumar ...Respondent

Ms Saba Shaikh, for the Petitioner.
Mr Harshad M Inamdar, for the Respondent.

CORAM Dr. Neela Gokhale, J.
DATED: 3rd October 2023

PC:-

1. The Petitioner seeks an appointment of an arbitrator to resolve the disputes that have arisen out of a partnership deed dated 1st April 2013.
2. Learned counsel for the Respondent, on instructions, states that he does not wish to file any affidavit-in-reply and is agreeable to appointment of an independent arbitrator to adjudicate the disputes that have arisen between them.
3. The parties have entered into partnership business in the name of "Deacon Homes". The partnership firm was engaged in the

business of land development and construction. The partnership was “AT WILL” and the profit sharing ratio was to equal.

4. Partners also entered into a Development Agreement and Power of Attorney both dated 17th January 2014. Ms. Saba Shaikh learned counsel for the Petitioner states that the Respondent received profits of Rs.2.75 Crores but failed to make any payment to the Petitioner as per their agreement. She further says that possession of the unsold property is also being enjoyed by the Respondent and even the rent out of the said unsold portion is being received by the Respondent but the Respondent has failed to render any accounts to the Petitioner in respect of their partnership. There are other disputes as well arising out of the said contract.

5. Clause 18 of the Partnership Deed reads as under:

"18. Reference to Arbitration:

All disputes and difference whatsoever which shall arise between the partners of between the partners and the personal representatives of the deceased partner relating to any matter whatsoever touching the affairs of the partnership or the interpretation of this agreement and whether before or after the determination of the partnership shall be referred to arbitration of an arbitrator if agreed upon, failing which to two or more arbitrators, one to be appointed by each party or by a group of parties to the dispute and the arbitration shall be governed by the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force."

6. The Petitioner thus, invoked arbitration clause issuing notice dated 25th March 2023 to the Respondent. However, there was no

arbitrator appointed by either of the parties despite invocation of the arbitration clause. The Petitioner has thus, approached this Court seeking appointment of an arbitrator.

7. I have heard learned counsel for both the parties and perused the documents with their assistance. Considering the facts and circumstances of the case, I pass the following order:

ORDER

1. Shri Sudhir Kotwal, Advocate is appointed as a Sole Arbitrator to enter reference and adjudicate the disputes between the parties out of the partnership deed dated 1st April 2013.. The seat of the arbitration shall be Nashik.
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 Sudhir Kotwal, Advocate
Chamber No.2, Maruti Building,
District Court Compound,
CBS, Nashik
Mobile No. 98226 54726**

(Dr. Neela Gokhale, J)