

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

ARBITRATION PETITION NO. 223 OF 2022

Vinaykumar Narayan Deshpande

...Petitioner

Versus

M/s. OM Developers & Ors.

...Respondents

* * *

- Ms. Savita S. Ganoo, i/by Ms. Snehal Marathe, for Petitioner.
- Dr. Uday Warunjikar i/by Mr. Siddhesh Pilankar, for Respondent No.1.

* * *

CORAM : MANISH PITALE, J

DATE : 21st FEBRUARY, 2023.

P. C. :

1. By this petition filed under Section 11(6) of the Arbitration and Conciliation Act, 1996, the Petitioner is seeking appointment of a sole Arbitrator for resolution of disputes between the parties. The petition is filed in the context of an Arbitration Clause contained in an Agreement of Sale dated 11th February, 2016.

2. The Clause 27 of the said Agreement provides for Arbitration and it reads as follows :

“27. In case of any dispute between the Promoter and the Purchaser regarding any of the terms of this Agreement (excluding these mentioned in service tax clause hereinabove) then such dispute shall be referred to the arbitration of a single arbitrator to be appointed jointly by the Promoter and the Purchaser whose decision shall be final and binding

on both the parties.”

3. Since disputes arose between the parties, by a notice dated 05th June, 2022, the Petitioner invoked the Arbitration Clause and proposed the name of an Arbitrator. There was no response on the part of the Respondents, necessitating filing of the present petition.

4. The Agreement was between the Petitioner and the Respondent No. 1 Partnership firm and the other Respondents are partners of the said firm.

5. The Respondent No. 1 Firm has appeared through Counsel. It is not disputed that there is indeed an Arbitration Clause in the agreement and since there are disputes between the parties, the same could be referred to a sole Arbitrator.

6. Although the Arbitration Clause does not specify the place for Arbitration, the learned Counsel for the parties agree that the agreement of sale was executed at Pune, for property located at Pune and that the Arbitration Clause was also invoked at Pune.

7. The parties, in this backdrop, agree through their Counsel for Pune to be the place of Arbitration

8. Considering the nature of disputes between the parties, it

would be appropriate that a retired District Judge, is appointed as the sole Arbitrator. Accordingly, Mr. S. M. Deshmukh, retired District Judge, is appointed as the sole Arbitrator. The details of the learned Arbitrator are as follows :

Mr. S. M. Deshmukh,
Block No. 13/14, Building No. "O" Kumar Park-off,
Kondhwa Road, Bibwewadi, Pune - 411 037.
Phone No. 20 - 24216979

9. The parties undertake to inform the learned Arbitrator immediately about the order passed today.

10. The learned Arbitrator is requested to communicate his consent and Disclosure Statement as per Section 11(8) r/w Section 12(1) of the said Act, within four weeks to the Registrar (Judicial) of this Court.

11. The fees of the learned Arbitrator shall be as per Schedule IV to the Aforesaid Act.

12. All questions are kept open to be determined by the learned Arbitrator.

12. The petition stands disposed of.

(MANISH PITALE, J.)