



Gaikwad RD

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.13 OF 2022

Uma Construction Co.
Through its authorize signatory
Mr. Deepak Limbani

...Petitioner

Versus

Ravinanda Landmarks Unit-5

...Respondent

Mr Pranav Shah, i/b Mr. Akshay Petkar, for the Petitioner.
None for the Respondent.

CORAM: Dr. Neela Gokhale, J.
DATED: 30th November 2023

PC:-

1. The Petitioner seeks appointment of a sole arbitrator to adjudicate the disputes that have arisen between the parties out the agreement/work order dated 22nd September 2018. The arbitration clause in the work order reads as thus:

“Arbitration

Any dispute arising out of this Agreement which cannot be resolved between the parties shall be submitted to Arbitration. Each party shall nominate an Arbitrator and the two Arbitrators shall an Umpire. In case the two Arbitrators do not agree, the decision of the Umpire shall be final and binding on the parties.

The Arbitration venue shall be in Pune and the provisions of the Arbitration act shall applicable.

All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Pune and only courts at Pune shall have jurisdiction to determine the same.”

2. By notice dated 16th September 2022, the Petitioner invoked the arbitration clause and called upon the Respondent to refer the dispute to arbitration. However, there was no reply from the Respondent. Notice was issued by this Court to the Respondent. The Respondent No.1 had appeared in the matter and sought time to file a reply affidavit. By order dated 27th June 2023, a last opportunity was given to the Respondent to file his reply affidavit on or before 7th July 2023. The record indicates that no affidavit in reply is filed till date.

3. In these circumstances, I pass the following order:

ORDER

1. Hon’ble Smt. Justice Shalini Phansalkar-Joshi, Retired Judge, Bombay High Court, is appointed as a Sole Arbitrator to enter reference and adjudicate the disputes between the parties out of the Development Agreement dated 25th April 2014. The seat of the arbitration shall be Pune as agreed by the parties in the Arbitration Clause in work order dated 22nd September 2018.

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:

**“Hon’ble Smt. Justice Shalini Phansalkar-Joshi,
Retired Judge, Bombay High Court,
Bungalow No.12, Bhagya-Chintamani Society,**

**Paud Road, Opposite Kachara Depot,
Kothrud, Pune.**

Mobile No. 9657188676

Email ID: phansalkarjoshi@gmail.com”

(Dr. Neela Gokhale, J)