

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

ARBITRATION PETITION NO. 73 OF 2023

GKC Industries

...Petitioner

Versus

Prasad Electrical Engineering Pvt. Ltd.

...Respondent

* * *

- Mr. Milan Bhise i/by Milan Bhise & Co., for Petitioner.
- Mr. Jitendra H. Oak, for Respondent

* * *

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 invoking the Arbitration Clause contained in a Sub-contract Agreement dated 22nd December, 2017, executed between the parties. Upon disputes arising between the parties, the Petitioner invoked the Arbitration Clause. The said Clause was invoked more than once and last such invocation was by notice dated 28th September, 2022, sent on behalf of the Petitioner. Although the Respondent did send a communication in response to earlier notice, as regards the aforementioned notice dated 28th September, 2022, there was no response on the part of the Respondent. As a consequence, the Petitioner has filed the present petition, wherein the Respondent has appeared through Counsel. He undertakes to file his Vakalatnama within a period of one week from today. There is no dispute about the fact that there is an Arbitration

Clause in the sub-contract agreement. Disputes have arisen between the parties and there is invocation of the Arbitration Clause. It is sought to be contended on behalf of the Respondent that an Arbitrator would not have jurisdiction, to pronounce upon the nature of disputes sought to be raised on behalf of the Petitioner. That is a question, which can be left open for consideration of the Arbitrator.

2. Although the Arbitration Clause does not specify the place of Arbitration, considering the fact that the parties are from Dombivali, the parties agree that the Arbitration can be conducted at Mumbai.

3. Considering the nature of disputes between the parties, it would be appropriate that an advocate practicing in this Court is appointed as a sole Arbitrator.

4. Accordingly, Mr. Gautam T. Mehta, Advocate practicing in this Court is appointed as the sole Arbitrator. The details of the learned Arbitrator are as follows :

Mr. Gautam T. Mehta,
518, Dalamal Tower, 5th Floor,
B-Wing, 211, Free press Journal Marg,
Nariman Point, Mumbai - 400 021.
Mob. No. 9820144886, 2246076236
Email : gtmehta@hotmail.com

5. The parties undertake to inform the learned Arbitrator about the order passed today immediately.
6. 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.
7. The fees of the learned Arbitrator shall be as per Schedule IV to the Aforesaid Act.
8. All questions, including the question of jurisdiction of the learned Arbitrator, are kept open.
9. The petition stands disposed of.

(MANISH PITALE, J.)