

CORAM : MANISH PITALE, J.
DATE : 08th SEPTEMBER, 2023

4. This Court has heard the learned counsel for the rival parties. There is no dispute about the fact that there is indeed an arbitration clause in the

Master Stockiest Agreement executed between the parties. A perusal of the invocation notice and the response thereto, would show that there are arbitrable disputes between the parties, which would have to be resolved through arbitration. Since the agreed procedure for appointment of arbitrator, has failed, this Court is entitled to exercise jurisdiction under Section 11(6) of the aforesaid Act.

5. In view of the above, the application is allowed. Considering the extent of claims raised by the applicant, it would be appropriate that an advocate practising in this Court is appointed as the sole arbitrator. Accordingly, Advocate Rohan Rajadhyaksha is appointed as the sole arbitrator. Details of the learned arbitrator are as follows:

3rd floor, Yusuf building,
M. G. Road, Fort, Mumbai.
Mob.: 9820307784

8. The parties undertake to inform the learned arbitrator, at the earliest, about the order passed today.

9. 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 Prothonotary and Senior Master of this Court. The fees of the learned arbitrator shall be as per the Fourth Schedule to the said Act.

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

11. The application stands disposed of.

(MANISH PITALE, J.)