

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
COMMERCIAL ARBITRATION APPLICATION NO. 319 OF 2021**

Adani Capital Private Limited ... Applicant

vs.

Shamoon Foods and another ... Respondents

Mr. Manoj Prajapati a/w. Ms. Pooja Tripathi, i/b. Mohit Gadkari & Co. for applicant.

A. S. Murty a/w. Rajendra P. Patil for respondents.

**CORAM : MANISH PITALE, J.**

**DATE : 24<sup>th</sup> AUGUST, 2023**

**P.C. :**

. By this application, filed under Section 11 of the Arbitration and Conciliation Act, 1996, the applicant is seeking appointment of arbitrator for resolution of disputes between the parties, in the context of two agreements pertaining to loan facility provided by the applicant to the respondents. Respondent No.2 is sole proprietor of respondent No.1-sole proprietorship concern.

2. It is the case of the applicant that the respondents defaulted on the repayment of loan, leading to disputes. Relying on the arbitration clause in the two agreements, the applicant issued invocation notice on 09.08.2021, specifically demanding repayment of amount from the respondents and seeking the disputes to be resolved through arbitration.

3. It is an admitted position that the respondents did not respond to the said invocation notice, necessitating filing of the present application before this Court.

4. The respondents were served and they are represented through counsel. Reply affidavit is filed on behalf of the respondents, where execution of the said agreements is not denied, although the claims made on behalf of the applicant are denied and reference is made to certain criminal proceedings under Section 138 of Negotiable Instruments Act, 1881, initiated by the applicant and also to civil proceedings initiated by the respondents against the applicant in the Court at Hyderabad.

5. This Court is satisfied that arbitrable disputes exist between the parties, relatable to the arbitration clause found in the agreements on record. Applicant invoked arbitration clause under Section 21 of the said Act. Respondents failed to respond, indicating that this Court can exercise power under Section 11(6) of said Act, for appointment of arbitrator.

6. The arbitration clause specifies that the place of arbitration shall be Mumbai. Considering the nature of disputes between the parties and the quantum of claim raised by the applicant, it would be appropriate that an advocate practising in this Court is appointed as arbitrator.

7. At this stage, learned counsel for the rival parties jointly submit that Dr. D. R. Talankar, Advocate practising in this Court can be appointed as sole arbitrator for resolution of disputes between the parties.

8. Accordingly, Dr. D. R. Talankar, Advocate practising in this Court, is appointed as sole arbitrator for resolution of disputes between the parties. Details of the learned sole arbitrator are as follows:

Residence: 5, Asalpe Ekveera Darshan CHSL,  
Jambhul Pada, Ghatkopar (West),  
Mumbai-400084.  
Office: Chamber No.23 & 24, Ultimate Business Centre,  
111A, M. G. Road (Opp. Mumbai University),  
Fort, Mumbai – 400 023.  
Contact: 9967517656 / 22672533  
Email: dhanyakumar.talankar@rediffmail.com

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

10. 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.

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

12. The petition stands disposed of.

(MANISH PITALE, J.)

*Priya Kambli*