

Esha

IN THE HIGH COURT OF BOMBAY AT GOA

**APPLICATION FOR APPOINTMENT OF ARBITRATOR
NO. 13 OF 2023**

KAYBEE CONSTRUCTION AND
ENGINEERS PVT. LTD., REP. BY
AUTH. REP., ANIL VEDPRAKASH
KOHLI ... APPLICANT

VS

ZUARI INDUSTRIES LIMITED
FORMERLY KNOWN AS ZUARI
GLOBAL LIMITED ... RESPONDENT

Mr. Clayton A. Fonseca, Advocate for the Applicant.

Mr. Yogesh V. Nadkarni with Ms. Simran Khadilkar,
Advocates for the Respondent.

CORAM: BHARAT P. DESHPANDE, J.

DATED: 4th JANUARY 2024

P.C.

1. Heard Mr. Fonseca for the Applicant and Mr. Nadkarni for the Respondent.

2. Though the Application was filed before this Court, Mr. Nadkarni appearing for the Respondent and Mr. Fonseca for the Applicant, on instructions from their respective parties, agree that instead of appointment of Arbitral Tribunal of three Members as

provided in the arbitration clause, a sole Arbitrator may be appointed to adjudicate the dispute between the parties.

3. Considering the above submission as well as the clause in the work order dated 14.09.2016, to appoint Arbitral Tribunal consisting of three Arbitrators, with consent of the parties, a sole Arbitrator needs to be appointed.

4. In these circumstances, the following order is passed:

- a. The Application is allowed.
- b. Justice N.A. Britto, former Judge of this Court is appointed as the sole Arbitrator to decide the dispute between the parties.
- c. A copy of this order be communicated to the learned sole Arbitrator by the Advocate for the Applicant, within a period of one week from today.
- d. The learned sole Arbitrator is requested to forward his Statement of Disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Advocate for the Applicant so as to enable him to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the

same shall be furnished by the Advocate for the Applicant to the Advocate for the Respondent.

- e. The parties shall appear before the learned sole Arbitrator on such date and at such place as he nominates to obtain appropriate directions with regard to fixing a schedule for completing pleadings etc. The Arbitral Tribunal shall give all further directions with reference to the arbitration and also as to how it is to proceed.
- f. Contact and communication particulars shall be provided by both sides to the learned sole Arbitrator within a period of one week from today. This information shall include a valid and functional email address as well as the mobile numbers of the respective Advocates.
- g. The parties have agreed that the sole Arbitrator shall charge his fees as per the 4th Schedule of the Arbitration and Conciliation Act, 1996 read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018. The parties have further agreed that all the arbitral costs and the fees of the Arbitrator will be borne by the Applicant and the Respondent equally and will be subject to the final Award that may be passed by the Tribunal.

- h. The parties immediately consent to a further extension of six months to complete the arbitration, should the learned sole Arbitrator find it necessary.
- i. The parties have agreed that the seat of the arbitration will be at Panaji, Goa. However, the venue of the Arbitration shall be decided by the sole Arbitrator taking into consideration convenience of the parties as well as his convenience.

5. The Application stands disposed of in the aforesaid terms.

BHARAT P. DESHPANDE, J.

VAIGANKAR
ESHA SAINATH

Digitally signed by VAIGANKAR
ESHA SAINATH
Date: 2024.01.05 17:30:26 +05'30'