

The respondents obviously avoided to respond, which constrained the Petitioner to invoke arbitration vide its notice dated 18.11.2019 and even the Sole Arbitrator was also nominated in the said notice. On failure to receive any response during the period of 30 days, Petitioner has approached this Court.

2] I have heard the learned counsel Mr. Surel Shah for the Respondent who do not dispute existence of arbitration clause and its invocation.

In the wake of aforesaid, since arbitration clause is not in dispute, I deem it appropriate to appoint Justice Tanaji Nalawade (Retired) to act as Sole Arbitrator and particularly since the arbitration proceedings are to be conducted in Kolhapur.

Though the arbitration clause do not mention seat/venue of arbitration, but the parties have preferred Kolhapur as the seat of arbitration.

The details of the proposed Arbitrator are as follows :-

Justice Tanaji Nalawade(Retired)

R/o Flat No.109, Meera Bhakti Apartment, Rankala,
Behind D Mart Mall, Kolhapur – 416 010.

Mobile : 88309 70527

The Arbitrator shall, within a period of 15 days before entering the arbitration reference forward a statement of disclosure as contemplated u/s.11(8) r/w Section 12 of the Arbitration and Conciliation Act, 1996, to the Prothonotary and Senior Master of this Court to be placed on record.

The Arbitrator, shall after entering the reference fix the date of first hearing and issue further directions as are necessary.

The Sole Arbitrator shall be entitled for the fees as per Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

All rights and contentions of the parties are kept open.

Arbitration Petition stand disposed off in the above terms.

[BHARATI DANGRE, J]