

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION ARBITRATION
ARBITRATION PETITION NO.155 OF 2023**

Messrs Goel Foods .. Petition
Versus
Messrs Mapro Foods Private Ltd .. Respondent
...

Adv.Pankaj Das for the Petitioner.
Adv.Jennifer Michael a/w Mohammed Varawala i/b Fortis India
Law.

**CORAM: BHARATI DANGRE, J.
DATED : 19th APRIL, 2024**

P.C:-

1 Clause no.16 of Super Stockiest Agreement dated
6/06/2018 reads thus:

“16. Arbitration

16.1 Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.

162. The sole arbitration who shall be a legal lawyer shall be nominated by MAPRO. The venue of the arbitration shall be WAI and the proceedings of the arbitration shall be conducted in English. Any award made in such arbitration will be final and binding on the Parties and judgment thereon

may be entered in any Court of competent jurisdiction. During pendency of any arbitration proceedings, performance of the Services and all other obligation under this Agreement by the SUPER STOCKIEST shall continue uninterrupted.”

2 In the wake of the disputes that have arisen between the parties, the arbitration has been invoked on 13/02/2022, by the petitioner and the learned counsel representing the respondent concede to the existence of an arbitration clause between the parties and also its invocation.

3 Since the seat of arbitration is set out to be (Wai) Satara, by consent, Mr. Dilip Narayan Bankar (Rtd. District Judge) Pune, Mob No.9423042769 is appointed as an Arbitrator to resolve the dispute.

The Arbitrator shall, within a period of 15 days before entering the arbitration reference forward a statement of disclosure as contemplated under Section 12 of the Arbitration and Conciliation Act, 1996, to the Registrar Judicial I 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.

The petitioner shall inform the arbitrator about the appointment.

(SMT. BHARATI DANGRE, J.)