

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 83 OF 2024

M/s. Sparsh Pratishthan Through Its President Kedar ...Petitioner
Dawalbhakt

Versus

Phaltan Municipal Council Through Its Chief ...Respondent
Officer

**Mr Abhijeet Kulkarni, with Abhishek Roy Sweta Shah, for the
Petitioner.**

Mr Vishwanath Talkute, with Graham Francis, for Respondent.

SHEPHALI
SANJAY
MORMARE

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Date: 2024.12.03
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CORAM. ARIF S. DOCTOR, J
DATED, 2nd December 2024

PC:-

1. The present Arbitration Petition has been filed under Section 11 of the Arbitration and Conciliation Act 1996 for appointment of an Arbitrator arisen between the parties under an Agreement dated 18th July 2017. The notice invoking arbitration dated 9th November 2022 is also on record. Today, there is no opposition to the appointment of the Sole Arbitrator.

2. In view of this, I appoint Mr Ajay Joshi, Advocate, to act as the Sole Arbitrator to decide the disputes and differences between the parties on the following Terms and Conditions.

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr Ajay Joshi, Advocate, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.

(b) **Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Petitioner within one week from the date this order is uploaded.

(ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses.

Arbitrator	Mr Ajay Joshi, Advocate
<i>Address</i>	Unit No. 15, 3rd Floor, Shetty House Bldg, Near Kandeel, Fort, Mumbai 400 001
<i>Mobile</i>	9850520199
<i>Email</i>	ajayajos@gmail.com

(c) **Disclosure:** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Petitioner will arrange to file the original statement in the

Registry. If the statement is forwarded in soft copy, a print out of the covering email is also to be filed in the registry.

- (d) Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
- (e) Contact/communication information of the parties:** Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. The information is to include functional email addresses and mobile numbers.
- (f) Interim Application/s:**

 - (i)** Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator. Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.
 - (ii)** The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.

- (g) **Fees.** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
 - (h) **Sharing of costs and fees.** Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.
 - (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.
 - (j) **Venue and seat of arbitration.** Parties agree that the venue and seat of the arbitration will be in **Mumbai**.
3. All rights and contentions of both sides are expressly kept open.
4. The Arbitration Petition is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J)