

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CIVIL APPELLATE JURISDICTION**  
**ARBITRATION PETITION NO.162 OF 2023**

Chandrasekar A .. Petitioner  
Versus  
Asha Srichand Chabria .. Respondent  
...

Adv. Naina Sharma, Pulkit Awasthi i/b Chauhan and Associates for  
Petitioner.

Mr. Vishal Raman i/b Govind Solanke for the respondents.

**CORAM: BHARATI DANGRE, J.**  
**DATED : 23<sup>rd</sup> APRIL, 2024**

**P.C:-**

1           The Partnership deed dated 12/01/2005, between Mr. Shrichand Chabria, the predecessor of the respondent, Asha Shrichand Chabria and Shri Chandrasekar A, who intended to start the business in Bulk Material Handling Systems involving Environmental Protection Conveyor Care Products, etc in various processes plants provided that the partnership shall be terminated at will.

Clause 14 also stipulated that death, insolvency or incapacity of any of the partners shall not dissolve the firm “*ipsofacto*”, instead, the legal representatives of the deceased, insolvent or the incapacitated partner shall step in as a partner on the basis of this deed.

Clause No.17 of the partnership deed clearly provided arbitration, as a mode of resolution of all disputes and differences relating to the partnership business or arising out of the deed among the partners or among their legal representatives or between any of them, whether during subsistence of the partnership or any time thereafter.

2           Upon demise of Mr. Shrichand Chabria on 11/09/2016, a “Deed of Settlement of Accounts of the Dissolved Partnership Firm” dated 14/10/2017, was signed by the representatives of Mr. Chabria, which included Mrs. Asha Chabria, Mr. Nitin Chabria and Mrs. Manisha Chabria. Another Supplementary Deed was executed on 21/02/2019, along with a Power of Attorney.

3           On 23/09/2021, the respondents addressed a communication to the petitioner as regards the termination of the Settlement Agreement dated 14/10/2017, as well as the Supplementary Deed dated 21/02/2019, with immediate effect and the communication also revoked the General Power of Attorney dated 21/02/2019, though the right as partners in the partnership firm namely M/s. BMH Concure Technology Inc., which was asserted being successor of late Shrichand Chabria. A sum of Rs. 1 crore being their shares in the partnership firm including salary, rent, profit sharing etc was demanded. This notice received a response at the end of the respondents and it is the respondents, who invoked arbitration on 8/08/2022, setting out their claim as regards the nonpayment of the amounts due and payable to them.

4           The petition under section 11 is however filed by Mr. Chandrasekar seeking reference of the disputes to the Arbitrator in

the wake of clause 17 though the petitioner never invoked arbitration.

Since there is a consensus between the parties for appointment of arbitrator to resolve the disputes that have arisen in a wholesome manner which would even deal with the claims of the respondents, being presented before the Arbitrator by way of a counter claim.

The respective counsels have agreed to the appointment of Mr. Ranjeev Carvalho as a Arbitrator.

5 In the wake of the above, Advocate Ranjeev Carvalho, is appointed as sole Arbitrator to adjudicate the disputes and differences that have arisen between the parties out of Deed of Settlement of Accounts of the Dissolved Partnership Firm dated 14/10/2017, Supplementary Deed dated 21/02/2019. The details of the Arbitrator are as below:

|         |    |                                                                   |
|---------|----|-------------------------------------------------------------------|
| Name    | :- | Adv. Ranjeev Carvalho.                                            |
| Address | :- | 302, Oval House, British Hotel Lane, Fort-400001<br>Mumbai-400001 |
| Mob No  | :- | 9004104918                                                        |

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.

6 Since the arbitration clause do not specifically set out the seat of arbitration, the respective counsel agreed that the arbitration shall be conducted in Mumbai and shall be subject to jurisdiction of this Court.

7 The learned counsel for the petitioner has also agreed that the Section 9 petition, which is filed shall be permitted to be treated as an application under Section 17 before the learned Arbitrator.

8 Upon the parties completing the pleadings in Section 17 application, the learned arbitrator shall take up the application expeditiously.

**( SMT. BHARATI DANGRE, J.)**