

Shivgan

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.17 OF 2022

Mrs. Bhagyashree Rajendra Chavan

...Petitioner

Versus

Mrs. Naina Vijay Chavan

...Respondent

Mr Ameya Vinay Borwankar, *for the Petitioner.*

None for the Respondent.

CORAM: Dr. Neela Gokhale, J.

DATED: 9th January 2024

PC:-

1. The Petitioner seeks appointment of an arbitrator. She is seeking appointment of the named arbitrator as per clause (a) of the petition to adjudicate the disputes between the parties. In the alternative, the Petitioner seeks appointment of any suitable person from Pune to be appointed as an arbitrator to adjudicate the disputes between the parties. The arbitration clause is contained in paragraph 15 of the Reconstitution Deed of the partnership, executed between the partners on 31st August 2004. Paragraph 15 reads as thus;

"15) ARBITRATION:

All the disputes and differences between the partners here to regarding these present of any other matter relating to the partnership during continuances of the partnership or after

cessation there of, shall be referred to and decided by such arbitration proceeding in all respect final binding and conclusive on parties to such reference. The arbitration proceeding shall be held at Pune and shall be governed by the provisions of the Indian Arbitration Act 1940, then in force Indian Union."

2. Since there were some disputes arising out of partnership deed, the Petitioner by notice dated 14th July 2021 through her counsel called upon the Respondent to settle the dues failing which the Petitioner would take necessary legal action. There was no reply of the Respondent. Thus, by notice dated 12th March 2022, the Petitioner invoked the arbitration clause and proposed the name of an advocate to be appointed as sole arbitrator to adjudicate all the disputes between the parties. Again, there was no reply. Thus, the Petitioner has filed the present Arbitration Petition.

3. Notice is issued to the Respondent by order dated 29th September 2023 and the notice has been served on the Respondent. Neither the Respondent has appeared before the Court nor he has filed any reply.

4. Thus, the following order is passed;

ORDER

1. Shri Rohan Vijay Nahar, Advocate, is appointed as a Sole Arbitrator to enter reference and adjudicate the disputes

between the parties out of the Reconstitution Deed of the partnership, executed between the partners on 31st August 2004. The seat of the arbitration shall be Pune.

2. The learned Sole Arbitrator shall forward a statement of disclosure as per the requirement of Section 12(1) of Arbitration and Conciliation Act 1996 to the Prothonotary and Senior Master of this Court to be placed on record of this Petition with a copy forwarded to both the parties.
3. At the first instance the parties shall appear before the learned Arbitrator within a period of ten days from the date of uploading of this order or on such date that may be fixed by the Sole Arbitrator.
4. All contentions of the parties on merits of the disputes are expressly left open.
5. The fees payable to the Arbitral Tribunal shall be in accordance with the Bombay High Court (Fee payable to the Arbitrator) Rules, 2018 which shall be borne by the parties in equal proportion.
6. The Petition is disposed of in the above terms. There will be no order as to costs.
7. Office to forward a copy of this order to the learned Sole Arbitrator on the following address:

**“Shri Rohan Vijay Nahar,
Advocate,
having office at 1202/3/20,
Shanti Apts., Groud Floor,
Off Ghole Road, Shivaji Nagar,
Pune 411004.
E-Mail: rohanvnahar@gmail.com
Mobile No: 98220 43854.”**

(Dr. Neela Gokhale, J)