

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

ARBITRATION PETITION NO. 175 OF 2023

Neena Naresh Rai.

.. Petitioner

Versus

Yashodha Gunduraj Shetty & Ors.

.. Respondents.

...

Mr. Anshul Anjarlekar i/b. Raval Shah & Co., Advocate for Petitioner.

Mr. Ashish Pramod Agarkar, Advocate for Respondents.

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CORAM: BHARATI DANGRE, J.

DATED : 23rd APRIL, 2024

P.C:-

1. Clause 16 of the Deed of Reconstitution of Partnership of 1st December, 1992 set out that all disputes and differences whatsoever or question in connection with the partnership or this deed, arising between the partners and/or legal representatives of the other partner or partners during or after the partnership, shall be referred to the arbitration. Clause 16 reads as follows :

“16. That all disputes and differences whatsoever or question in connection with the partnership or this deed, arising between the partners and/or legal representatives

of the other partner or partners during or after the partnership, shall be referred to the arbitration of one arbitrator appointed each by the parties in dispute in accordance with and subject to provision of Indian Arbitration Act 1940 or any other statutory modification or enactment for the time being in force and the award of such arbitrator or the Umpire as the case may be shall be binding on all the parties to the dispute.”

In the wake of the aforesaid clause, Memorandum of Understanding was entered on 12th September, 2018 for the purpose of establishing amicable settlement. However, it could not result into a finality. This resulted into institution of Special Civil Suit under the Specific Relief Act by the applicant for specific performance of a concluded family settlement and, in which Defendant NO. 5 took out an application under section 8 resulting into an order passed on 25th October, 2021 directing the parties to be referred to the Arbitrator.

2. The applicant attempted to seek appointment of an arbitrator in the wake of the aforesaid, but it was recorded that the application was premature without invocation, the same is disposed of and the second application is filed upon invocation of arbitration by notice dated 22nd November, 2022.

3. The learned counsel for the Respondent do not dispute the

existence of the arbitration clause as well its invocation and by consent of the respective Counsel, the disputes arising between the parties out of the Deed of Reconstitution of Partnership dated 1st December, 1992 and the Memorandum of Understanding dated 12th September, 2018 are referred for arbitration in the following manner.

4. In the wake of the above, Shri Justice S.R. Sathey(Retired) residing at A-802, Ruturang Apartment, Behind Paranjape School, Kothrud, Pune 411038 (Contact No. 020-25396407, Mob. No. 9702502181) is appointed as Sole Arbitrator to adjudicate the disputes and differences that have arisen between the Petitioner and the respondents.

5. The Arbitrator shall, within a period of 15 days before entering the arbitration reference forward a statement of disclosure as contemplated u/s.12(1) of the Arbitration and Conciliation Act, 1996, to the Prothonotary and Senior Master of this Court to be placed on record.

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

7. 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.

8. All rights and contentions of the parties are kept open.
9. The Petition stands disposed of.

(SMT. BHARATI DANGRE, J.)