



Gaikwad RD

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**CIVIL APPELLATE JURISDICTION**  
**ARBITRATION PETITION NO.225 OF 2022**

PCI Pest Control Private Limited

...Petitioner

*Versus*

M/s. Holiday Inn Hinjewadi Pune

...Respondent

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**Ms. Riddhi Shah, with Ms. Rashmi Vyas, for the Petitioner.**  
**None for the Respondent.**

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**CORAM Dr. Neela Gokhale, J.**  
**DATED: 15<sup>th</sup> March 2024**

**PC:-**

1. By this arbitration petition, the Petitioner is seeking appointment of a sole arbitrator, who may not be connected with either of the parties for deciding the dispute between the parties arising out of an agreement dated 21<sup>st</sup> August 2019. By order dated 29<sup>th</sup> August 2023, the affidavit of service dated 8<sup>th</sup> August 2023 tendered by the Petitioner was taken on record. This indicated clearly that the Respondent is served with arbitration petition and affidavit in support along with exhibits. The postal receipt and acknowledgment of registered post are also annexed to the affidavit of service. It was made clear by the said order that in the event of court notice being served on the Respondent and Respondent not remained present on the next date, the arbitration petition shall be

considered in the absence of Respondent. The record shows that notice has been issued to the sole Respondent, but returned unserved with the bailiff remark “Manager of the Company states that notice not related to them”.

2. Ms. Riddhi Shah, learned counsel appearing for the Petitioner has tendered the affidavit of service. She undertakes to file the same in the Registry within a period of one week from today.

3. The matter is taken up for the final hearing *ex parte* since the Respondent has not put his appearance.

4. By agreement dated 21<sup>st</sup> August 2019 between the parties, the Petitioner was to provide annual maintenance services of pest control to the premises of the Respondent for consideration as per the contract. Paragraph 11 of the contract reads as thus:

*“In the event of a dispute arising between the Supplier and the Hotel during the contract or after the conclusion thereof, the shall be referred to the sole Arbitration of the General Manager or any officer appointed by him and the decision given by him shall be final and legally binding on the party and there will no objection to this effect that the officer who has been appointed by the General Manager is an employee of the Hotel or that in course of his dealing with official matters he has expressed any opinion on this subject.”*

5. By notice dated 3<sup>rd</sup> March 2021, the Petitioner through its advocate had called upon the Respondent to make the entire

outstanding payment to the Petitioner. However, there was no reply from the Respondent. Thereafter by notice dated 16<sup>th</sup> March 2022, Petitioner invoked arbitration clause in the contract and requested the Respondent to refer the dispute to a sole arbitrator as per the contract. Petitioner also vide its notice suggested the name of one Mr. Girish Thakur, Advocate as a sole arbitrator to adjudicate the dispute. The notice was received by the Respondent, however, there was no reply forthcoming. Petitioner also sent a reminder dated 22<sup>nd</sup> April 2022 to the Respondent in this regard. Respondent failed to respond to the reminder as well. In this circumstance, the Petitioner has sought appointment of a sole arbitrator to adjudicate the dispute between the parties.

6. I have heard Ms. Riddhi Shah, learned counsel for the Petitioner and perused the record with her assistance.

7. I am of the opinion that since the Respondent has not responded to the Petitioner and acted in aid of the contract, it is a fit case to appoint sole arbitrator to adjudicate the dispute between the parties. The Petition is disposed of by the following order:

### **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 Agreement dated 21<sup>st</sup> August 2019. 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:

**“Rohan Vijay Nahar, Advocate  
1202/3/20, Shanti Apts, Off Ghole Road,  
Shivajinagar, Pune 411004**

**E-mail: [rohanvnahar@gmail.com](mailto:rohanvnahar@gmail.com)**

**Mob:9822043854”**

**(Dr. Neela Gokhale, J)**