

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO.193 OF 2023

Mrs.Darshana Nilesh Sawant, .. Petitioner
Partner of Ashwamedh Builders and
Developers

Versus

Sanjay Ramdas Thakkar .. Respondent

...

Mr.Prithviraj S. Gole h/f Mr.Sandesh D. Patil for the Petitioner.
Mr.Chittesh Dalmia i/b Mr.Jugal Kanani for the Respondent.

...

CORAM: BHARATI DANGRE, J.
DATED : 12th JANUARY, 2024

P.C:-

1. A Partnership Deed entered between the partners, Mrs.Darshana Nilesh Sawant, Mr.Nilesh Dattaram Sawant, Mr.Sanjay Ramdas Thakkar and Mrs.Rekha Sanjay Thakkar on 13/04/2009, which came to be reconstituted on 20/09/2014, is the cause for dispute between the parties.

The Partnership Deed dated 13/04/2019 comprise of clause No.16 stipulating reference of dispute between the parties in relation to the partnership, dissolution thereof or any matter relating thereof on construction of any of the terms and clauses in the indenture to be referred to the sole Arbitrator mutually agreed between the parties and it agreed that the decision of the Arbitrator shall be final and binding.

2. Since the dispute arose between the parties, the Petitioner, Mrs.Darshana Nilesch Sawant, Partner of Ashwamedh Builders and Developers invoked arbitration against Mr.Sanjay Ramdas Thakkar vide notice dated 24/07/2023, setting out the dispute and requesting an assent to the name of Arbitrator, which was circulated, within a period of fifteen days, with a clear indication that failure to do so would entitle the Petitioner to take appropriate steps under the Arbitration and Conciliation Act.

3. Heard the learned counsel for the Petitioner and the learned counsel for the Respondent.

Since there is no dispute about the existence of the arbitration clause in the Partnership Deed and there is also no dispute of the fact that the arbitration was validly invoked by the Petitioner, a case is made out for appointment of an Arbitrator for resolving the dispute that had arisen out of the Partnership Deed.

4. By consent, the learned counsel for the respective parties agree to appoint Advocate Ameya Kulkarni as a sole Arbitrator with the following address and contact number :-

Advocate Ameya Kulkarni

Office Address : (1) c/o Senior Advocate Kevic Setalvad,

401, Savla Chambers, Cawasji Patel
Street, Fort, Mumbai 400 001

(2) B-702, Shanti Vaibhav CHS,

Sector 42A, Seawoods, Nerul (W),

Navi Mumbai 400 706

Contact No. : 9920814765

avkulk@gmail.com.

The parties shall appear before the Sole Arbitrator within a period of two weeks from today and the Arbitrator shall fix up a first date of hearing in the week commencing from 29/01/2024. The Arbitral Tribunal shall give all further directions with reference to the arbitration and also as to how it is to proceed.

The sole Arbitrator shall be entitled to the fees prescribed under the 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.

Needless to state that all the contentions of both the sides are left open, to be raised by the respective parties before the Arbitral Tribunal, in accordance with law.

5. Arbitration Petition No.193 of 2023 stands disposed off in the aforestated terms.

(SMT. BHARATI DANGRE, J.)