

Gitalaxmi

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 62 OF 2024

Barbeque-Nation Hospitality Limited

...Petitioner

Versus

Enrich Spaces LLP

...Respondent

Mr. Sanket Singh a/w Ms. Anaaya Dalvie i/b Meraki Chambers for the
Petitioner.

Mr. Sukand Kulkarni (through VC) for the Respondent.

CORAM Dr. Neela Gokhale, J.

DATED: 2nd May 2024

PC:-

1. The Petitioner seeks appointment of a sole Arbitrator to determine the dispute that has arisen between the parties out of the agreement of lease dated 25th June 2014.
2. Mr. Singh, learned Counsel appearing for Petitioner states that the private notice has been served on the Respondent and affidavit of service has also been filed. The affidavit of service is accompanied by a tracking report.
3. The Petitioner is a company engaged in the hospitality business and operates its restaurant in the name and style of “Barbeque Nation” and has several outlets throughout India. The Respondent is a partnership firm registered under the Limited Liability Partnership Act, 2008 and is engaged in the business of construction and maintenance of properties.

4. By an agreement of lease dated 25th June 2014, the Respondent had leased Unit No. 1, 3rd Floor, City One Mall situated at Pimpri, Waghere, Taluka-Haveli, District-Pune to the Petitioner for setting up and running its restaurant business. The term of lease was for a period of 9 years and 11 months with a locking period of 36 months. The interest free security deposits were also paid by the Petitioner to Respondent with certain other terms and conditions of the lease.

5. Mr. Kulkarni, learned Counsel appearing for Respondent and Mr. Singh, both have agreed for appointment of a sole Arbitrator.

6. Paragraph no. 21(i) of the agreement of lease reads as thus,

“In case of any dispute, the parties shall try to settle it amicably at the first instance. That, if the parties do not arrive at the amicable settlement, then the dispute shall be referred to the sole arbitrator and his award shall be final. That the appointment of arbitrator and the procedure of arbitration shall be governed by the Arbitration and Conciliation Act, 1996.”

7. Since both the parties are agreeable for appointment of an Arbitrator and from the averments in the Petition and upon perusal of the documents annexed thereto, I am satisfied that a sole Arbitrator be appointed to adjudicate disputes between the parties arising out of said agreement.

8. In the result, I pass the following order leaving all rights and contentions open, to be agitated before the Arbitrator :

ORDER

- a. **Ms. Vrishali Vaidya**, Advocate is appointed as a Sole Arbitrator to enter reference and adjudicate the disputes

between the parties out of the Agreement dated 25th June 2014. The seat of the arbitration shall be Pune as agreed by the parties in the Clause 20(b) of the agreement.

- b. 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.
- c. 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.
- d. All contentions of the parties on merits of the disputes are expressly left open.
- e. 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.
- f. The petition is disposed of in the above terms. There will be no order as to costs.

- g. Office to forward a copy of this order to the learned Sole Arbitrator on the following address :

2, Shubham Apartment, Ground Floor, F. P. No. 95/C,
Erandwane, Kanchan Galli, Off. Law College Road,
Pune-411 004.

E-mail ID : vrishalivaidya09@gmail.com

Phone : 9423006596.

(Dr. Neela Gokhale, J.)

Digitally signed
by GITALAXMI
KRISHNA
KOTAWADEKAR
Date:
2024.05.04
13:23:42 +0545