

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 6 OF 2024

Bharat Mithalal Nagori

...Petitioner

Versus

Subhash Sitaram Goel & Ors

...Respondents

Mr Vishal Kanade, with *Pankaj J Das*, for the Petitioner.

Mr Rajesh Gupta, for Respondents Nos. 1 and 2.

Mr Ashwin Pimpale, with *RD Gorade*, for Respondent No. 5 (through
VC)

Mr Siddharth Bane, with *Harshad Sathe*, i/b *Saiprasad Wadkar*, for
Respondents Nos. 6-A to 6-C.

CORAM.

ARIF S. DOCTOR, J

DATED.

2nd September 2024

SHEPHALI
SANJAY
MORMARE

Digitally signed
by SHEPHALI
SANJAY
MORMARE
Date: 2024.09.02
18:00:33 +0530

PC:-

1. On the previous occasion, after hearing the parties observed as follows:

“3. Mr Kanade, Learned Counsel appearing on behalf of the Petitioner clarifies that after this notice was issued, the same had in fact been withdrawn. The Petitioner was recognised as a partner, which are evidenced from e-mail sent by the Petitioner to the Respondents. Additionally, he points out that the business of the firm

in fact continues to operate post this notice of dissolution. Hence, in any view of the matter, submit that these are all issues which can be urged before the Tribunal since the Agreement in question is not in dispute nor the fact that the same has arbitration clause. In view of the settled position of law, I find merits in the submission of Learned Counsel appearing on behalf of the Petitioner.

2. Today, except for Respondents Nos. 3 and 4, all the Respondents have appeared and submitted that they are consenting the appointment of an Arbitration. Office remarks remark shows, Respondents Nos. 3 and 4 have been duly served. Hence, I find it fit to appoint the Arbitrator in view of the fact that there is today no dispute raised before me about the existence/validity of the arbitration clause contained the partnership Deed dated 27th January 2004, in respect of which the disputes and differences have arisen between the parties. Hence, I appoint Mr Justice SR Sathe, Former Judge of Bombay High Court to adjudicate the disputes and differences between the parties on the following Terms and Conditions:

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Mr Justice SR Sathe, Former Judge of Bombay High Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties.
- (b) Communication to Arbitrator of this order:**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the Petitioner within one week from the date this order is uploaded.

(ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses.

Arbitrator **Mr Justice SR Sathe, Former
Judge of Bombay High Court**

Address A-802, Ruturang Apartment,
Behind Parranjape School,
Kothrud, Pune 411 038.

Mobile 020-25396407

(c) **Disclosure:** The learned Sole Arbitrator is requested to forward, in hard copy or soft copy (or both), the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration Act to Advocates for the parties as soon as possible. The Advocates for the Petitioner will arrange to file the original statement in the Registry. If the statement is forwarded in soft copy, a print out of the covering email is also to be filed in the registry.

(d) **Appearance before the Arbitrator:** Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates to

obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.

(e) Contact/communication information of the parties:

Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator. The information is to include functional email addresses and mobile numbers.

(f) Interim Application/s:

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator. Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

(ii) The learned Sole Arbitrator is requested to dispose of all interim applications at the earliest.

(g) Fees: The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

(h) Sharing of costs and fees: Parties agree that all arbitral costs and the fees of the arbitrator will be borne by the two sides in equal shares in the first instance.

- (i) **Consent to an extension if thought necessary.** Parties immediately consent to a further extension of up to six months to complete the arbitration should the learned Sole Arbitrator find it necessary.
 - (j) **Venue and seat of arbitration.** Parties agree that the venue and seat of the arbitration will be in Pune.
- 3. The Arbitration Petition is disposed of in these terms. No costs.
- 4. It is made clear that all rights and contentions of the parties, including limitation, are expressly kept open.

(ARIF S. DOCTOR, J)