

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 66 OF 2024

Mr. Siddaram Bhimsi Koli

...Petitioner

Vs.

Mr. Muktesh Ashok Kadam

...Respondent

Mr. P. G. Chavan for the Petitioner.

Mr. S. M. Karade for the Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 25TH NOVEMBER, 2024

P.C.:-

1. This is an application filed under Section 11 of the Arbitration and Conciliation Act 1996 for appointment of an Arbitrator in respect of the disputes and differences between the parties arising out of a Partnership Agreement dated 5th December, 2018.

2. Learned Counsel for the Petitioner invited my attention to the Partnership Agreement and pointed out that the same contains arbitration clause. He also invites my attention to the notice invoking arbitration dated 8th August, 2023 by which arbitration has been duly invoked. He points out that there is no dispute to this notice.

3. Learned Counsel appearing on behalf of the Respondent at this stage fairly submitted that the matter be kept back to enable him to take instructions as to the name of the Arbitrator.

At 2.30 p.m.

4. Learned Counsel by consent submit that Mr. Anurag Jain, Advocate of this Court could be appointed as Sole Arbitrator in respect of the disputes and differences between the parties.

5. Hence, I appoint Mr. Anurag Jain, Advocate of this Court to act as Sole Arbitrator in respect of the disputes and differences between the parties on the following terms:-

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Mr. Anurag Jain, Advocate of this 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/s **Mr. Anurag Jain**

Address 501, Varun Capital, CTS
No.364+365/13, Next to OTO
Citiotel Lane, Opp. Jangli
Maharaj Temple, Shivaji
Nagar, Pune.

Mobile 9833759856

Email anurag11@hotmail.com

- (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 not 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.

6. The Petition is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)