

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 73 OF 2024

WITH

ARBITRATION PETITION NO. 74 OF 2024

Immortal Infrastructure Pvt Ltd

...Petitioner

Versus

Union of India

...Respondent

Mr Mihir S Raje, (*appeared online*), for the Petitioner in both matters.

Mr Deepak Shukla, with Satsang Tailor, for the Respondent in both matters.

CORAM: ARIF S. DOCTOR, J

DATED: 17th December 2024

PC:-

SHEPHALI
SANJAY
MORMARE

Digitally signed
by SHEPHALI
SANJAY
MORMARE
Date: 2025.01.14
14:12:56 +0530

1. The present Arbitration Petition seeks substitution of the Arbitrator earlier appointed to resolve the disputes and differences between the parties that have arisen under the Contract bearing No. CA No.: CEPZ/DEO/88 of 2007-08 and Contract bearing No. CA No.: CEPZ/DEO/81 of 2007-08 by an order dated 8th April 2022.

2. Learned Counsel appearing on behalf of the Petitioner submits that the Arbitrator so appointed vide letter dated 13th April 2023 has

expressed his inability to act at the Sole Arbitrator. It is thus, the present Arbitration Petition has been filed.

3. Mr Shukla, Learned Counsel appearing on behalf of the Respondent does not oppose this. He has filed an Affidavit in which the Respondent has suggested the name of Shri. Bhagirathi Pani, ADG (Arbitration) to act as the Sole Arbitrator. There is no opposition to this by the Learned Counsel for the Petitioner.

4. Hence, I appoint Shri. Bhagirathi Pani, ADG (Arbitration) to act as the Sole Arbitrator in place and stead of the Arbitrator earlier appointed on the following Terms and Conditions.

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Shri. Bhagirathi Pani, ADG (Arbitration), 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 **Shri. Bhagirathi Pani, ADG
(Arbitration)**

Address Standing Panel of Arbitrators,
Pune

Email bhagirathip17-cgo@gov.in

- (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) **Section 16 application.** The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.

(g) 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.

(h) Fees: *Arbitration fees shall be governed by the applicable provisions to the parties to the dispute.*

(i) 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.

(j) 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.

(k) Venue and seat of arbitration: Parties agree that the venue and seat of the arbitration will be in **Pune**.

5. It is made clear that the reference shall commence from the stage it was last before the earlier Arbitrator.

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

(ARIF S. DOCTOR, J)

Note. This order is modified as per order dated 13th January 2025. The corrections are shown in paragraph 4(h).