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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 82 OF 2024

M/s. Morphogenesis

...Petitioner

Versus

GG Metropolis Pvt. Ltd.

...Respondent

Mr. Devashish Godbole i/by Akshay Bafna for the Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 5th JULY, 2024

P.C.:-

1. The matter is on board for speaking to the minutes.
2. Learned Counsel appearing on behalf of the Petitioner submits that paragraph Nos.1 to 3 of the order dated 24th June, 2024 has been properly recorded but, inadvertently, the terms of appointment in the said order which were to be as per clause XXIII of the contract has been recorded incorrectly.
3. I have perused the order as also contract. Learned Counsel is correct in his submission that there is an error on the part of the Court. Hence, paragraph No.4 terms of the appointment in the said order be corrected to read as under:

“5. In view thereof, I hereby appoint Mr. Shivam Nimbalkar, Mr. Aditya Kanetkar and Mr. Sagar Kulkarni to act as Arbitrators.

TERMS OF APPOINTMENT

- (a) **Appointment of Arbitrator:** Mr. Shivam Nimbalkar, Mr. Aditya Kanetkar and Mr. Sagar Kulkarni are hereby nominated to act as Arbitrators 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 Arbitrators by the Advocates for the Applicant within one week from the date this order is uploaded.
- (ii) The Advocates for the Applicant will forward an ordinary copy of this order to the learned Arbitrators at the following postal and email addresses:

Arbitrator/s **1) Mr. Shivam Nimbalkar**

Address Chamber No.68, C Building,
2nd Floor, Gate No.1,
Shivajinagar Court Premises,
Shivajinagar, Pune – 411005

Mobile 9923195682

Email nimbalkar.shivam@gmail.com

2) Mr. Aditya Kanetkar

Address 401/404, Ashayog, CTS
No.2104, FP No.32/A,
Vijaynagar Colony, Sadashiv
Peth, Pune - 411030

Mobile 9822847239

Email advkanetkar@gmail.com

3) Mr. Sagar Kulkarni

Address 39-B, Hanuman Nagar,
Senapati Bapat Road, Pune –
411016.

Mobile 9881235039

Email sagarkulkarni@lexwit.in

- (c) **Disclosure:** The learned Arbitrators are 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 Applicant 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 Arbitrators on such date and at such place as the learned Arbitrators nominate 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 Arbitrators. 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 Arbitrators. Any such application will be decided in such manner and within such time as the learned Arbitrators deem fit.
 - (ii) The learned Arbitrators are requested to dispose of all interim applications at the earliest.
- (h) **Fees:** The arbitral tribunal's fees shall be governed by the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- (i) **Sharing of costs and fees:** Parties agree that all arbitral costs and the fees of the arbitrators 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 Arbitrators find it necessary.
- (k) **Venue and seat of arbitration.** Parties agree that the venue and seat of the arbitration will be in Pune.”

4. Order dated 24th June, 2024 be corrected accordingly.

(ARIF S. DOCTOR, J.)