

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

ARBITRATION PETITION NO.69 OF 2024

Goel Construction India Private Limited ... Petitioner
V/S.

Thermax Limited ... Respondent

WITH

ARBITRATION PETITION NO.87 OF 2024

Goel Construction India Private Limited ... Petitioner
V/S.

Ms Thermax Limited ... Respondent

WITH

ARBITRATION PETITION NO.89 OF 2024

Ms Goel Constructions ... Petitioner
V/S.

Thermax Limited ... Respondent

WITH

ARBITRATION PETITION NO.91 OF 2024

Goel Constructions India Pvt Ltd ... Petitioner
V/S.

Thermax Limited ... Respondent

WITH

ARBITRATION PETITION NO.92 OF 2024

Goel Constructions India Private Limited ... Petitioner
V/S.

Thermax Limited ... Respondent

Ms. Gayatri Mohite a/w Divyanshu Gupta i/b Parinam Law Associates for
Petitioner in all matters.

Ms. Priyanka Shetty a/w Ranjit Shetty a/w Monika Vyas i/b Argus partners for
Respondent, in all matters.

CORAM : ARIF S. DOCTOR, J.

DATE : 20TH DECEMBER 2024

P.C. :

1. This Petition is filed under Section 11 of the Arbitration and Conciliation Act 1996 for appointment of the Sole Arbitrator to decide the disputes and differences between the parties under the Agreement dated 4th June 2012.

2. After hearing the matter at some length, Learned Counsel appearing on behalf of the Respondent submits that the Respondent have no objection for the appointment of the Sole Arbitrator, subject however to keeping open all rights and contentions of the Respondent, including specifically qua arbitrability. It is his submission that the Agreement under which the arbitration has been invoked specifically pertains to labour issues and thus any claim pertaining to labour issues would fall outside the scope of arbitration. This is refuted by the Learned Counsel for the Petitioner.

2. In view of the fact that there is no opposition to the appointment of the

Sole Arbitrator, I appoint Mr Justice Dilip G Karnik, Former Judge of this Court to act as the Sole Arbitrator, specifically living open all rights and contentions of the Respondent open qua arbitrability on the following Terms and Conditions:

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator: Mr Justice Dilip G Karnik, Former Judge of this Court, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties. There are five references.

(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 Dilip G Karnik,
Former Judge of this Court.

Address Flat No. B4, Lake View, 1127,
Shivaji Nagar, Model Colony,
Pune 411 016.
314A, 3rd Floor, Commerce
House, 14 Nagindas Master
Road, Behind Khyber
Restaurant, Fort,

Mumbai 400 001.

Mobile 9324386697

Email dgkarnik@gmail.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) **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:** 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 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**.

3. The Arbitration Petition is disposed of in these terms.

(ARIF S. DOCTOR, J.)