

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 102 OF 2024

Sandeep Durgadas Bari

...Petitioner

Versus

Ionex Envirotech Pvt Ltd Through Its Director Shri
Ranganathan T Krishnan & Ors

...Respondents

Ms Mrinal Shelar, *for the Petitioner.*

Mr Vaibhav Patankar, *for Respondents Nos. 1 to 4.*

SHEPHALI
SANJAY
MORMARE

CORAM: ARIF S. DOCTOR, J
DATED: 9th December 2024

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SHEPHALI SANJAY
MORMARE
Date: 2024.12.10
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PC:-

1. This is an Application for appointment of an Arbitrator under Section 11 of the Arbitration and Conciliation Act 1996. The disputes and differences have arisen between the parties out of a Memorandum of Understandings (“**MoU**”) dated 28th May 2015.

2. The Learned Counsel appearing on behalf of the Respondents very fairly submitted that the Respondents do not have an objection to the appointment of an Arbitrator *per se*, however, submits that the claim that is sought to be made is barred by limitation.

3. Learned Counsel appearing on behalf of the Respondents submits that with this caveat, he has no objection to the Court appointing an Arbitrator.

4. Hence I appoint Mr Viraj Parekh, Advocate to act as the sole Arbitrator in respect of the disputes and differences between the parties on the following Terms and Conditions.

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr Viraj Parekh, Advocate, 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 Viraj Parekh, Advocate**

Address 10, Lentin Chamber,
Dalal Street, Fort,
Mumbai 400 001

Mobile 9167790371

Email viraj.j.parikh@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 **Mumbai**
5. The Arbitration Petition is disposed of in these terms.

(ARIF S. DOCTOR, J)