

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 116 OF 2024

Tanvesh Tours and Travels

...Petitioner

Vs.

Fleetlogy Transport Solutions

...Respondent

Mr. Kashyap Bhalerao for the Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 16TH DECEMBER, 2024

P.C.:-

1. The present Petition is filed under Section 11 of the Arbitration and Conciliation Act 1996 seeking appointment of a Sole Arbitrator under the provisions of a Car Leasing Agreement dated 8th April, 2021 (said Agreement) entered into between the Petitioner and the Respondent.

2. Respondent though served is not present today. Affidavit of Service is duly filed.

3. Learned Counsel for the Petitioner has invited my attention to the said Agreement and pointed out the same contains an arbitration clause namely clause 7.4 which reads thus:-

“7.4 In the event of any dispute between the Parties in respect of this Agreement, the same shall be resolved by way of arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and any amendment thereto. The arbitration shall be conducted by a sole arbitrator appointed by the Parties. The arbitration shall be in English. The seat of the arbitration shall be FleetLogy Transport Solutions. The decision of the sole arbitrator shall be final and binding on the Parties.”

4. He then invites my attention to the notice invoking arbitration dated 4th March, 2024. He submits that by the letter dated 20th December, 2024, the Respondent has in fact agreed to the appointment of the Arbitrator and called upon the Petitioner to nominate Sole Arbitrator by consent. It is submission of Learned Counsel for the Petitioner that after this letter was issued, the Respondent has not reverted or consented to the appointment of Sole Arbitrator and it is thus present Petition has been filed.

5. Having due regard to the submissions made and the fact that I am *prima facie* satisfied that there exists an Agreement between the parties which provides for arbitration as also the fact that the same has duly been invoked and the Respondent though served, has not appeared to oppose the Petition, I find that the requirements of Section 11(6) of the Arbitration and Conciliation Act 1996 have duly been met and therefore Petition deserves to be allowed and is accordingly allowed in terms of prayer clause (a) which reads thus:-

“(a) That the Hon'ble Chief Justice of this Hon'ble Court be pleased to appoint Mr. Aniruddha A. Garge, Advocate Bombay High Court, as the sole arbitrator or

any other arbitrator from the panel of this Hon'ble Court as per section 11 of the Arbitration and Conciliation Act, 1996 to decide all the disputes and differences which have arisen between the Petitioner and the Respondent."

6. Hence, I appoint Mr. Jenish Jain, Advocate as Arbitrator in respect of the disputes and differences between the parties on the following terms:-

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr. Jenish Jain, 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/s Mr. Jenish D. Jain.

Address C/o. Dr. Uday Warunjikar, 31,
Rohit Chambers, Janmabhoomi
Marg, Fort, Mumbai 400 001.

Mobile 9029942790

Email Adv.jenish.jain@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) **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 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 Mumbai.

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

(ARIF S. DOCTOR, J.)