

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
ARBITRATION PETITION NO. 140 OF 2024

Gufran Ak Shaikh

...Petitioner

Vs.

Inpulse Design Consultants Pvt. Ltd.

...Respondent

Mr. Faiyaz Khan i/by Adv. Ashraf Kapoor, for the Petitioner.

Mr. Siddharth Jagushte i/by Bellator Legal Services LLP, for the Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 19TH NOVEMBER, 2024

P.C.-

1. This is a Petition filed under Section 11 of the Arbitration and Conciliation Act 1996 for appointment of an Arbitrator to decide the disputes and differences between the parties.

2. The matter was kept to enable Learned Counsel for the Respondent to take instructions as to whether the Respondent would be willing to submit their disputes and differences arising out of purchase orders to arbitration.

3. Mr. Jagushte, Learned Counsel for the Respondent fairly submitted that his client is willing to go to arbitration subject however to keeping all rights and contentions of the Respondent open as also that the venue of the arbitration

be Pune since the parties are from Pune as also the fact that the arbitration clause provides for the venue of the arbitration be Pune.

4. In light of the fair stand taken by the Respondent, I accordingly appoint Mr. Dormaan Dalal, Advocate of this Court to act as Sole Arbitrator in respect of disputes and differences between the parties on the following terms:-

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator: Mr. Dormaan Dalal 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. Dormaan Dalal

Address 207, behind Bluemoon
Chambers, 25 Nagindas
Master Road, ner Welcome
Restaurant, Fort, Mumbai 400
001

Mobile 9503810380

Email dormaandalal@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 Petition is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)