

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 145 OF 2024

Bhujbal Constructions Partnership Firm & Ors. ...Petitioners

Vs.

Shivranjan Towers Sahakari Griha Rachana Sanstha

Maryadit ...Respondent

Mr. S. C. Wakankar for the Petitioner.

Mr. Ronak Utagikar for the Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 9TH DECEMBER, 2024

P.C.:-

1. The present Petition is 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. After arguing the matter at some length, Learned Counsel for the Respondent submitted that the Respondent will not have any objection to the appointment of an Arbitrator, however, the rights of the Respondent to assert the issue of the subject matter of the dispute being non arbitral as also the question of limitation being kept open.

3. Hence, I accordingly appoint Mr. V. S. Mundhe, retired District Judge to act as an Arbitrator keeping open the rights of the Respondent as indicated above on the following terms:-

TERMS OF APPOINTMENT

- (a) **Appointment of Arbitrator:** Mr. V. S. Mundhe, retired District Judge 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. V. S. Mundhe, retired
District Judge**

Address Himali Residential Co-
operative Housing Society, D-
12, Erandawane, Pune – 411
004.

Mobile 9881248430

Email vasantmundhe50@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.
4. The Petition is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)