

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

ARBITRATION PETITION NO.154 OF 2024

M/S. GHV (India) Private Limited

... Petitioner

V/S.

Union Of India, Thr. Of Chief

Engineer(Af) & Another

... Respondents

Ms. Risha Mittal a/w Hussain Dhokawala for the Petitioner.

Mr. Raj Choursia i/b Pranil K. Sonawane for the Respondents.

CORAM : ARIF S. DOCTOR, J.

DATE , 20TH DECEMBER 2024

P.C. :

1. The matter was kept today for Respondent to take instructions as to who from the panel of Arbitrators constituted by the Ministry of Defence could be appointed as an Arbitrator in respect of the disputes and differences between the parties. Before consenting to the appointment, Learned Counsel for the Respondent invited my attention to Clause 65 of the Contract Act in question and pointed out that the same contemplated submission of a final bill along with no claim no due certificate. He then submitted that the Applicant had in fact submitted the final bill on 26th May 2022 and the payment in

respect of the said final bill had been duly paid by the Respondents on 2nd January 2023. Thus according to him, there is no subsisting dispute. He submitted that with this expressed contention being kept open the Court could appoint.

2. Needless to state that this is refuted by the learned Counsel for the Petitioner however the said issue is entirely open in arbitration.

3. I, therefore, appoint from the panel with the consent of the Respondent Shri. Satish Chander 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:** Shri. Satish Chander, 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	Shri. Satish Chander
Address	A1/601 Windsor Avenur, Near Ruby Hall Clinic, Wanowrie, Pune 411022
Mobile	9417256367
Email	Satishchander.adg@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 not 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**.
5. The Petition is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)