

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 155 OF 2024

Surya Mother & Child Care Pvt Ltd

...Petitioner

Versus

Devi Construction LLP

...Respondent

Mr Manish S Kelkar, *for the Petitioner.*

Mr Rompal Singh Kohli, *with Mitchelle Almeida, ib/ CK Legal, for the Respondent.*

CORAM: **ARIF S. DOCTOR, J**

DATED: **12th September 2024**

SHEPHALI
SANJAY
MORMARE

Digitally signed by
SHEPHALI
SANJAY
MORMARE
Date: 2024.09.13
09:32:58 +0530

PC:-

1. After the matter was heard at some length, Learned Counsel appearing for the parties submit that their respective clients were ready and willing to submit their disputes and differences to arbitration.

2. Hence, by consent of the parties, I appoint Mrs Justice Shalini Phansalkar-Joshi, Former Judge of Bombay High Court is appointed as the Sole Arbitrator to adjudicate the disputes and differences between the parties on the following Terms and Conditions:

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator: [Mrs Justice Shalini Phansalkar-Joshi, Former Judge of Bombay High, 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	Mrs Justice Shalini Phansalkar-Joshi, Former Judge of Bombay High
-------------------	--

<i>Address</i>	Bungalow No. 12, Bhagya Chintamani Nagar, Poud Road, Kothrud, Pune 41 038
----------------	--

<i>Mobile</i>	9657188676
---------------	------------

<i>Email</i>	phasalkarjoshi@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.** Since the appointment of the Sole Arbitrator is by consent of the parties, the arbitral tribunal's fees shall not 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 Pune.
3. The Petitions are disposed of in these terms. No costs.
4. All rights and contentions of both parties are kept open to be urged in arbitration including the issue of arbitrability.
5. Vakalatnama on behalf of Respondent is to be filed in the Registry.

(ARIF S. DOCTOR, J)