

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 3 OF 2024

FPL Technologies P. Ltd.

...Petitioner

Vs.

Dharanesha Mysore Subramanya

...Respondent

Ms. Shirin Shaikh for the Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 25TH NOVEMBER, 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. Learned Counsel for the Petitioner has invited my attention to the copy of Agreement and Most Important Terms and Conditions. She points out that the Petitioner under the said Agreement provided credit card services to the Respondent in partnership with the South Indian Bank. Learned Counsel invites my attention to the arbitration clause being clause No.16.5 contained in the said Agreement. She then invited my attention to the notice invoking arbitration dated 7th July, 2023. She points out that despite receipt of the said notice, the Respondent has not responded. On the previous occasion, the Respondent had

appeared in person and was granted one last chance to engage an Advocate. Today, none has appeared on behalf of the Respondent. Thus Learned Counsel for the Petitioner has pressed for the Petition to be heard and an Arbitrator to be appointed. She has placed reliance upon Affidavit of Service to prove due service of the present application upon the Respondent, despite which the Respondent has not appeared.

3. Having heard Learned Counsel and perusing the record, I am satisfied that there exist an arbitration agreement between the parties which has been ultimately invoked and there has been no response from the Respondent, as also the fact that the Respondent has chosen not to appear before this Court and oppose the present Petition, I deem it fit and in the interest of justice to allow the Petition in terms of prayer clause (a). Hence, I appoint Ms. Mrunmayi N. Vakil as Sole Arbitrator in respect of the disputes and differences between the parties on the following terms:-

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Ms. Mrunmayi N. Vakil 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 Ms. Mrunmayi N. Vakil.

Address 39/2/2, Erandwana, C-20,
Archana Nagar, Tal Haveli,
Dist. Pune 411038.

Mobile 9422040955

Email mrunmayivakil@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:** 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.)