

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION NO. 31 OF 2024

M/s. Samwat Systems Private Limited

...Petitioner

Versus

The State of Maharashtra Through The Secretary
And Ors

...Respondents

Mr SR Nargolkar, with Avinash Joshi and Neeta Patil, for the Petitioner.

Mr AS Gavai, APP, for the Respondent-State.

Ms Sonal Shahre, Executive Engineer, present.

SHEPHALI
SANJAY
MORMARE

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SHEPHALI SANJAY
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Date: 2024.11.28
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CORAM: **ARIF S. DOCTOR, J**

DATED: **26th November 2024**

PC:-

1. By an order dated 14th November 2024, this Court has noted the submission of the Learned APP that the Respondents were not disputing the existence of the Agreement or the fact that the same contained an Arbitration Clause. The Agreement between the parties is a Hydropower Agreement dated 9th June 2010. Time was sought on that date to come back with a name of the Arbitrator who could then be appointed. The matter was stood over to 19th November 2024, at which time, Learned APP had once again requested to stand the matter over since the officers of the Respondents were busy in election duty. It was also made clear by

that order that if on the next date parties were not agreed on the name of the Arbitrator, the Court shall proceed to appoint an Arbitrator.

2. Given the fact that there was no dispute to the existence of the Agreement as also the Arbitration Clause contained therein, today Ms Shahare, Executive Engineer appears and submits that she does not have instructions as to the name of the Arbitrator to be appointed.

3. Mr Nargolkar suggested the name of Mr Sudhir Sadavarte, Advocate to be appointed as the Sole Arbitrator.

4. Hence, I appoint Mr Sudhir Sadavarte, Advocate to act as the Sole Arbitrator to decide the disputes and differences between the parties on the following Terms and Conditions:

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator: Mr Sudhir Sadavarte, Advocate, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Hydropower Agreement.

(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 **Mr Sudhir Sadavarte, Advocate**

Address 6, Blue Moon Chambers,
NM Road, Fort.
Mumbai 400 001

Mobile 9869086227/9137244473

Email advsudhirsadavarte@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.** Parties agree that the venue and seat of the arbitration will be in **Mumbai**.

5. The Commercial Arbitration Petition is disposed of in these terms.
No costs.

6. The name of the Petitioner in the order dated 14th and 19th November 2024 be corrected to read as ***“M/s. Samwat Systems Private Limited”*** in stead of ***“M/s. Sanwat Systems Private Limited”*** .

(ARIF S. DOCTOR, J)