

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

COMMERCIAL ARBITRATION PETITION NO. 34 OF 2024

Zamil Construction India Pvt. Ltd.

... Petitioner

V/s.

KSB Pumps Limited

... Respondent

Mr. Jamsheed Master a/w Shrikant Pillai i/b Solomon & Co. for Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 11th DECEMBER 2024

P.C. :

1. Not on board. Mentioned. Taken on board for ‘speaking to the minutes’ of the order dated 9th December 2024.

2. Learned Counsel for the Petitioner points out that there is a typographical error in the title of the said order. He submits that the name of the Petitioner in the title of the said order has inadvertently been recorded as “M/s. Zamil Steel Buildings India Pvt. Ltd.” instead of “Zamil Construction India Pvt. Ltd.”

3. Learned Counsel for the Petitioner also points out that by an order dated 9th December 2024, this Court was pleased to allow the captioned petition, but the order omits to mention the name of the Co-arbitrator so

appointed. It is thus the present application is made.

4. Having due regard to the submissions, the order dated 9th December 2024 be corrected to read as follows:

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr. Shridattprasad V. Abhang, is hereby nominated to act as a Co-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 Co-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 Co-Arbitrator at the following postal and email addresses:

Arbitrator Mr. Shridattprasad V. Abhang

Address 61, Ashakiran Pan Mala
Vitthal Wadi Road, Tal Haveli,
District Pune 411030.

Mobile 9860058885

Email shriabhang@yahoo.com

- (c) **Disclosure:** The learned Co-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 Co-Arbitrator on such date and at such place as the learned Co-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 Co-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 Co-Arbitrator. Any such application will be decided in

such manner and within such time as the learned Co-Arbitrator deems fit.

- (ii) The learned Co-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 Co-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.)