

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION NO. 41 OF 2024

Gavurav Ajitkumar Patil

...Petitioner

Versus

Ajitkumar Bhikugonda Patil

Respondent

Ms Anushree Koparkar, with Poras Shah (appeared online), for the
Petitioner

Mr Chetan G Patil, with Bhushan S Jadhav, for the Respondent.

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CORAM:

ARIF S. DOCTOR, J

DATED:

18th October 2024

PC:-

1. This Commercial Arbitration Petition is filed under Section 11 of the Arbitration and Conciliation Act 1996.

2. I am informed that the parties are the partners of a partnership firm named M/s. Laxmi Sales & Services. They reconstituted a Partnership Deed dated 6th February 2021, in which disputes and differences have arisen. Learned Counsel points out that the same contains an arbitration clause, which is clause 17. The Petitioner has

duly invoked the arbitration vide a notice dated 12th June 2024. There is no opposition to the appointment of the Sole Arbitrator.

3. Parties, by consent, suggest the name of Mr Justice Tanaji Nalawade, Former Judge of Bombay High Court as the Sole Arbitrator.

4. Hence, by consent of the parties, I appoint Mr Justice Tanaji Nalawade, Former Judge of Bombay High Court to act as the Sole Arbitrator to decide the disputes and differences between the parties.

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator: Mr Justice Tanaji Nalawade, Former Judge of Bombay High Court, 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 **Mr Justice Tanaji Nalawade,
Former Judge of Bombay High
Court**

Address Meerabhakit Apartment, Flat
No. 109, Rankala Tower,
Kolhapur 416 010

Mobile 8830970527

Email tvnalawade@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.** 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.
- (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 **Kolhapur**.

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

(ARIF S. DOCTOR, J)