

The lengthy notice highlight the alleged misconduct on the part of the Respondent and the claim of Rs.62,25,582/- is set out in Para 41 of the notice.

3] Clause 23 of the Agreement was invoked for the purpose of resolving the dispute and even the name of proposed Arbitrator was set out calling upon the Respondent to submit about the same within a period of 7 days.

The notice was received by the Respondent and in the Email communication dated 20.07.2020, it took a stand that he had not signed the Agreement on 31.03.2019 i.e. Agreement/forms and the notice is based on the misconceived invocation of Section 21 of the Act, and, therefore, no arbitration process can be initiated.

Apart from this, it was also stated that since the documents were forged and the police were investigating into the same, the Applicant shall not proceed ahead. Another invocation notice is also placed on record, which reiterate the same facts.

4] In the wake of above, since there is no dispute about arbitration clause in the Agreement, Arbitration has been invoked by the Applicant with no response at the end of the Respondent within the period stipulated, I deem it appropriate to exercise power under sub section 6 of Section 11 of the Arbitration and Conciliation Act.

5] In the wake of the above, Advocate Naira Jeejeebhoy, is appointed as Sole Arbitrator to adjudicate the disputes and differences that have arisen between the Applicant and the Respondent.

The Arbitrator shall, within a period of 15 days before entering the arbitration reference forward a statement of disclosure as contemplated

u/s.11(8) r/w Section 12 of the Arbitration and Conciliation Act, 1996, to the Prothonotary and Senior Master of this Court to be placed on record.

The Arbitrator, shall after entering the reference fix the date of first hearing in the week commencing from 29/1/2024 and issue further directions as are necessary.

The Sole Arbitrator shall be entitled for the fees as per Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

All rights and contentions of the parties are kept open.

Arbitration Application No.8 of 2022 stand disposed off in the aforesaid terms.

[BHARATI DANGRE, J]