

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION APPLICATION NO.130 OF 2024

Aidem Ventures Pvt Ltd

...Applicants

Versus

RP Techvision India Pvt Ltd

...Respondents

Ms Dimple Vora, i/b Markand Gandhi & Co, for the Applicants.

CORAM. ARIF S. DOCTOR, J

DATED: 1st October 2024

SHEPHALI
SANJAY
MORMARE

PC:-

Digitally signed by
SHEPHALI SANJAY
MORMARE
Date: 2024.10.09
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1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act 1996 and arises out of an Ad-Sales Representation Agreement dated 15th April 2019 between the Applicants and the Respondents, under which the Applicants were providing to the Respondents certain advertisement related services.

2. Ms Vora, Learned Counsel appearing on behalf of the Applicant submits that the disputes and differences arose under the said Agreement since payment due to the Applicants was not forthcoming. It was in these circumstances that the Applicants by Advocate's letter dated 17th August 2023 was constrained to invoke arbitration and recommended the names of the Arbitrators. She submitted that the Respondents, in reply to the said invocation did not dispute the fact that there were amounts outstanding but sought time to reconcile the same

from the Respondents' records. She submits that thereafter there was no response from the Respondents and it is thus that the present Application came to be filed.

3. Ms Vora, has placed reliance upon an Affidavit of Service to prove service upon the Respondents, despite which none appeared.

4. After hearing the Learned Counsel appearing on behalf of the Applicant and perusing the record, I find sufficient case for the appointment of the Arbitrator has been made out. No dispute whatsoever has been raised by the Respondents' with respect to the existence of the Arbitration Agreement. Hence, the Arbitration Application is allowed in terms of prayer clause (a), which reads as under:

"(a) appoint a sole arbitrator in terms of Section 11(6) of the Arbitration and Conciliation Act, 1996 for the adjudication of disputes that have arisen between the Applicant and the Respondent."

5. I, therefore, appoint Mr Hrushi Narvekar, Advocate to act as a Sole Arbitrator in the matter to decide the disputes and differences between the parties on the following Terms and Conditions:

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Mr Hrushi Narvekar Advocate, 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 Applicant within one week from the date this order is uploaded.

(ii) The Advocates for the Applicant will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses.

Arbitrator **Mr Hrushi Narvekar**

Address 25-31, 6th Floor, Kakushroo
Dubash Marg, Kala Ghoda,
Mumbai 400 001

Mobile 99200757732

Email hrushinn@hotmail.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 Applicant 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.

6. The Arbitration Application is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J)