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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION APPLICATION NO.109 OF 2024

Novateur Electrical & Digital Systems Pvt Ltd ...Applicant

Versus

Vipul Chandel, Proprietor of Global Enterprises ...Respondent

Mr Dipesh Jain, i/b AV Jain Associate, for the Applicant.

CORAM: ARIF S. DOCTOR, J

DATED: 1st October 2024

PC:-

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act 1996 and arises out of an Agreement dated 1st April 2019 for appointment of Authorised Distributor Stockiest between the Applicant and the Respondent of the Project in Delhi/New Delhi.

2. Mr Jain, Learned Counsel appearing on behalf of the Applicant invites my attention to the said agreement and points out the arbitration clause he also points out that the said Agreement has been dully signed by the Respondent and countersigned by the Applicant. He submits that in view of of certain disputes that arose between the parties, essentially for the non-payment of the amounts which are accordingly due and payable to the Applicant, the Applicants were constrained to invoke the

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arbitration by way of their notice date 9th March 2023. He has invited my attention to the service of the said notice upon Respondent. The Respondent was filed to make payment of amounts stated to be due and payable to the Applicants. He places reliance upon an Affidavit of Service to prove the service of the present Application upon the Respondent, despite which fact, today, none appeared for the Respondent.

3. After hearing the Learned Counsel for the Applicant and going through the record, I am *prima facie* satisfied that there exists an Arbitration Agreement between the parties and the same has been duly invoked by the Applicant. Additionally, today none appeared to oppose the prayer for appointment of an Arbitrator. Thus, I see no reason that this Court should not allow the Application in terms of prayer clause (a). It is allowed in terms of prayer clause (a), which reads as follows:

“(a) this Hon’ble Court may please appoint a sole arbitrator to adjudicate upon the disputes and differences that have arisen between the Applicant and the Respondent in relation to the Agreement”

4. I, therefore, appoint Ms Ishani A Khanwilkar, 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:** Ms Ishani A Khanwilkar, 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 **Ms Ishani A Khanwilkar**

Address c/o Zal Andhyarujina,
302, Mistry Mansion,
107 MG Road, Fort,
Mumbai 400 001

Mobile 9867896924

Email khanwilkar.ishani@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 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.

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

(ARIF S. DOCTOR, J)