

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

ARBITRATION PETITION NO.250 OF 2024

Tata Capital Limited

... Petitioner

V/s.

Cosmos Business Machines & Ors.

... Respondents

Ms. Kunjita Shah i/by IV Merchant & Company for the Petitioner.

Mr. Aneesh Deshpande for the Respondents.

CORAM : ARIF S. DOCTOR, J.

DATE : 3RD JULY 2024

P.C. :

1. This is an Arbitration Application which is filed under Section 15 of the Arbitration and Conciliation Act, 1996 for substituting the name of the Arbitrator, who had been unilaterally appointed by the Petitioner.

2. Today, when the matter was called out, Learned Counsel appearing on behalf of the Respondents submits that the Respondents does not have any objection to this Court appointing an Arbitrator.

3. Learned Counsel by consent have submitted that Mr. Pranit Kulkarni, Advocate of this Court be appointed to act as a Sole Arbitrator in respect of the disputes and differences which have arisen between the parties from the Agreement dated 21st August 2021 read with copy of the Master Terms & Conditions for Working Capital Demand Loan, which is dated 31st December 2018.

4. Hence, I accordingly appoint Mr. Pranit Kulkarni, Advocate as Sole Arbitrator on the following terms :-

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Mr. Pranit Kulkarni, Advocate, is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under Agreement dated 21st August 2021 read with copy of the Master Terms & Conditions for Working Capital Demand Loan, which is dated 31st December 2018.
- (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. Pranit Kulkarni, Advocate**

Address 407, Gundecha Chambers,
Naginds Master Road, Fort,
Mumbai 400 001.

Mobile 9819884090

Email advpranitkulkarni@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) **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.** 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 Sole Arbitrator find it necessary.
- (k) **Venue and seat of arbitration.** Parties agree that the venue and seat of the arbitration will be in Mumbai.

5. The captioned Arbitration Petition is thus disposed of. No costs.
6. Learned Counsel appearing on behalf of the Respondents undertakes to file his Vakalatnama in due course.

(ARIF S. DOCTOR, J.)