

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

ARBITRATION APPLICATION NO.85 OF 2024

Intermedics Heathcare LLP

... Applicant

V/s.

Sharma Kabbur

... Respondent

Ms. A. Roy i/by Kusumakar Kaushik for the Applicant.

CORAM : ARIF S. DOCTOR, J.

DATE : 8TH AUGUST 2024

P.C. :

1. The present application has been filed under the provisions of Section 11 of the Arbitration & Conciliation Act, 1996 for appointment of an Arbitrator.

2. Learned Counsel appearing on behalf of the Applicant invites my attention to the order dated 24th July 2024 passed by this Court, which records that the Respondent, who has appeared in person on the previous date, had sought time of two weeks to engage an Advocate.

3. Today, when the matter was called out, neither the Respondent nor his Advocate has appeared. Hence, there is no impediment in proceeding further with the matter.

4. Learned Counsel for the Applicant invites my attention to an Employment Agreement contained in letter dated 1st April 2019. She points out that the said Agreement has been signed by the Respondent at page 69 to the Application. She further points out that the Agreement contains an Arbitration Clause at Clause 16 of the Agreement. She invites my attention to the letter dated 1st February 2024 by which the Applicant has invoked arbitration.

5. Hence, I am satisfied that an arbitration has been duly invoked by the Applicant. There is thus today no impediment in appointing an Arbitrator. Hence, the Application is allowed in terms of Prayer Clause (a), which reads as follows :-

“(a) That this Hon'ble Court be pleased to appoint an arbitrator under Section 11(6) of the Arbitration and Conciliation Act 1996 to arbitrate/adjudicate upon all the disputes and differences between the parties arising from, under or related to Employment Agreement dated 1st April, 2019 hereto;”

6. Accordingly, I appoint Ms. Dipti Bhuta, Advocate practicing in this

Court to act as a Sole Arbitrator on the following terms :-

TERMS OF APPOINTMENT

- (a) **Appointment of Arbitrator:** Ms. Dipti Bhuta, Advocate is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences between the parties under the Employment Agreement dated 1st April 2019.
- (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. Dipti Bhuta, Advocate**

Address 202 A Savla Chambers, 40,
Cawasji Patel Street, Fort,
Mumbai – 400 001.

Mobile 9820766867

Email diptinaz@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.

7. The application is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)