

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

ARBITRATION APPLICATION NO. 105 OF 2024

Global Advertisers Pvt. Ltd.

... Applicant

V/s.

Karnawat Infrastructures Pvt. Ltd.

... Respondent

Mr. Girish B. Kedia with Ujawala Karpe for the Applicant

CORAM : FIRDOSH P POONIWALLA, J.

DATE : 14 December 2024.

P.C. :

1. This Application has been filed under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 (the Act) for appointment of an Arbitrator to arbitrate upon the disputes and differences arising between the parties under the MOU dated 8 February 2021 entered into between the parties. Clause 13 of the said MOU contains the Arbitration Clause which reads as under :-

“13. Dispute Resolution :-

Any and all disputes or differences between the parties hereto arising out of or in connection with this MOU or its performance shall so far as it is possible, be settled by negotiations between the parties amicably through consultation between a representative on behalf of GAPL and a representative on behalf of KIPL. Any dispute or differences arising out of or in connection with this MOU, which cannot be amicably settled as mentioned herein above within 30 (thirty) days, on request in writing of either party, shall be referred to arbitration by a panel of 3(three) arbitrators, one arbitrators being appointed by accordance either the arbitration or conciliation Act, 1996 or any amendment thereof. The language of arbitration shall be English and the venue of arbitration shall be Mumbai.”

2. Due to non-payment of dues by the Respondent, disputes and differences arose between the parties and, hence, by an order dated 8 May 2023, addressed to the Respondent, the Applicant invoked Arbitration, appointed its Arbitrator and called upon the Respondent to nominate its Arbitrator. There was no response to the said letter from the Respondent. Subsequently, by another letter dated 5 February 2024, the Applicant once again invoked Arbitration, appointed its Arbitrator and called upon the Respondent to nominate its Arbitrator. There was no response to this letter also from the Respondents.

3. The Respondent, though served, have not appeared today.

4. The learned Counsel for the Applicant has filed an Affidavit of Service dated 26 July 2024 proving service upon the Respondent.

5. In these circumstances, there exists a valid Arbitration Agreement between the parties as contained in Clause 13 of the said MOU. Under the said MOU, disputes and differences have arisen between the parties as it is clear from the letters addressed by the Applicant to the Respondent. By its letters dated 8 May 2023 and 5 February 2024, the Applicant has invoked Arbitration. However, the Respondent has not even responded to these letters.

6. In my view, in these circumstances, an Arbitrator will have to be appointed to arbitrate upon the disputes and differences arising between the parties under the said MOU dated 8 February 2021.

7. Accordingly, the following order is passed :-

(a) Ms. Priyanka C. Kothari, an Advocate practising in this Court, is appointed as Arbitrator to arbitrate upon the disputes

and differences arising between the parties under the MOU dated 8 February 2021. The contact details of Ms. Priyanka C. Kothari, who is appointed as an Arbitrator, are as under :-

Ms. Priyanka C. Kothari

Mobile No. 9819655769

Email Id : law.priyanka@gmail.com

Office Address : G-1, Mittal Avenue,
Nagindas Master Road,
Fort, Mumbai – 400 023

(b) The Advocate for the Applicant shall intimate the Arbitrator about her appointment within a period of one week from the date of uploading of this order.

(c) In addition, the Office of the Prothonotary and Senior Master of this Court shall also intimate the Arbitrator about her appointment within a period of one week from the date of uploading of this order.

(d) Within a period of one week from being so intimated, the Arbitrator shall make a disclosure as required under the provisions of the Act.

(e) The Arbitrator shall charge fees as per the Rules framed by this Court in that regard.

8. The Arbitration Application is disposed of in the aforesaid terms. There will be no order as to costs.

(FIRDOSH P. POONIWALLA, J.)