

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 170 OF 2024

Imts Enterprise Solutions Pvt. Ltd.

...Applicant

Vs.

Candy Enterprises Private Limited

...Respondent

Ms. Sheetal Parkash a/w Durgaprasad Halwai for the Applicant.

Mr. Kunal Dalal for the Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 3RD OCTOBER, 2024

P.C.:-

1. This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator to decide the disputes and differences between the parties arising out of an agreement dated 13th September, 2017. The said agreement contains an arbitration clause. The Applicant has vide a notice dated 10th March, 2023 invoked the arbitration clause and called upon the Respondent to confirm appointment of a Sole Arbitrator.

2. Learned Counsel for the parties today are agreeable to the appointment of an arbitrator. Hence, I appoint Ms. Priyanka Kothari, an Advocate of this Court as Sole Arbitrator to decide the disputes and differences between the

parties on the following terms:-

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Ms. Priyanka Kothari 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/s Ms. Priyanka Kothari

Address G-1, Ground Floor, Mittal
Avenue, Nagindas Master
Road, Fort, Mumbai 400 023.

Mobile 9819655969

Email law.priyanka@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.
3. The application is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)