

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION APPLICATION NO. 24 OF 2024

Godrej Agrovat Ltd

...Applicant

Versus

Gulshan Worldwide Express

...Respondent

Ms Shraddha Achaliya, with Pushkal Mishra & Chetan Mhatre, for the Applicant.

SHEPHALI
SANJAY
MORMARE

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SHEPHALI SANJAY
MORMARE
Date: 2024.08.14
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CORAM: ARIF S. DOCTOR, J

DATED: 8th August 2024

PC:-

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act 1996 seeking appointment of an Arbitrator in respect of certain disputes that have arisen between the Applicant and the Respondent under the Distributorship Agreement dated 17th June 2017 and the Settlement Deed dated 9th October 2021.

2. I am told that the Respondent is the sole proprietorship firm and the Distributorship Agreement dated 17th June 2017 and the Settlement Deed dated 9th October 2021 has been signed by the sole proprietor, Mr Marezban D Besania, which contained Arbitration Clause.

3. Learned Counsel for the Applicant has invited my attention to the letter dated 25th October 2023 by which arbitration has been invoked. Learned Counsel for the Applicant placed reliance on an Affidavit of Service dated 31st July 2024, which proves service upon the Respondent. Despite this fact, none appeared on behalf of the Respondent to oppose the Application.

4. Hence, given the above facts, there is totally no impediment in allowing the Application. Since there is no dispute as to the existence of the Distributorship Agreement dated 17th June 2017 and the Settlement Deed dated 9th October 2021.

5. The Commercial Arbitration Application is, therefore, allowed in terms of prayer clause (a), which reads thus:

“(a) this Hon'ble Court be pleased to appoint a Ld. Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996 to adjudicate upon the disputes and differences that have arisen between the Applicant and the Respondent under the Distributorship Agreement dated 17 June 2017 read with the Settlement Deed dated 26 October 2021.”

6. Hence, I appoint Mr Jimmy Avasia, Advocate of this Court to adjudicate the disputes between the parties on the following Terms and Conditions.

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator: Mr Jimmy Avasia, Advocate is hereby nominated to act as a Sole Arbitrator to decide the

disputes and differences between the parties under Distributorship Agreement dated 17th June 2017 and the Settlement Deed dated 9th October 2021

(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 Jimmy Avasia, Advocate**

Address 44A, Prospect Chambers Annexe,
6, Pitha Street.
Mumbai 400 001

Mobile 98200 95447

Email avasiachambers@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.

7. The Commercial Arbitration Application is accordingly disposed of.

(ARIF S. DOCTOR, J)