

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 135 OF 2024

63 Moons Technologies Limited ...Applicant
Vs.
Franchiseindia.com Private Limited & Anr. ...Respondents

AND
COMMERCIAL ARBITRATION APPLICATION (L) NO. 22384 OF 2024

Mr. Rahul Sarda a/w Vrushabh Vig and Vikrant Nalavade i/by M/s. Crawford Bayley & Co. for the Applicant in CARAP/135/2024 and for Respondent in CARAP(L)/22384/2024.

Mr. R. C. Mishra for Respondent No.1 in CARAP/135/2024 and for the Applicant in CARAP(L)/22384/2024.

CORAM : ARIF S. DOCTOR, J.
DATE : 19TH SEPTEMBER, 2024

P.C.:-

1. These applications are filed under Section 11 of the Arbitration and Conciliation Act, 1996 for appointment of an Arbitrator.
2. When it was pointed out to Learned Counsel appearing on behalf of the Applicant that arbitration had not been invoked qua Respondent No.2 in Commercial Arbitration Application No.135 of 2024, Learned Counsel for the Applicant submitted that an Arbitrator could be appointed qua Respondent No.1

leaving open his rights and contentions as available in the law to invoke arbitration against Respondent No.2.

3. Learned Counsel appearing on behalf of Respondent No.1 did not oppose the application and left the appointment of the Arbitrator to this Court.

4. Hence, I appoint Mr. Harsh Moorjani, Advocate of this Court to act as Sole Arbitrator in both captioned Applications on the following terms:-

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr. Harsh Moorjani 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 Mr. Harsh Moorjani

Address Oval House, 5th Floor, 501, Old
British Lane, Mumbai 400 001.

Mobile 9769730867

Email harshmoorjani.legal@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 Applications are disposed of in these terms. No costs.

(ARIF S. DOCTOR, J.)