

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

COMMERCIAL ARBITRATION APPLICATION NO.138 OF 2024

Vimal Banarsilal Agarwal ... Applicant

V/s.

Krishnan Kumar S/o. Banarsilal Agarwal ... Respondent

Mr. Utkarsha Wadekar i/by Ashok Saraogi for the Applicant.

Mr. J. S. Kini a/w Mr. Aum Kini i/by Sapna Krishnappa for the Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 3RD SEPTEMBER 2024

P.C. :

1. Mentioned at 4.30 p.m.
2. This is an Application filed under Section 11 of the Arbitration & Conciliation Act, 1996.
3. The dispute and differences arises out of Deed of Partnership.
There is no dispute about the arbitration clause and the execution of the Deed of Partnership.

4. Learned Counsel appearing on behalf of the Respondent submits that he has no objection for the appointment of an Arbitrator in the caption Application.

5. Therefore, I deem it fit to appoint Ms. Priyanka Kothari, Advocate as the Sole Arbitration on the following terms :-

TERMS OF APPOINTMENT

(a) Appointment of Arbitrator: Ms. Priyanka Kothari, Advocate is hereby nominated to act as a Sole Arbitrator to decide the disputes and differences.

(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. Priyanka Kothari, Advocate**

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) **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:** Since the appointment of the Arbitrator is by consent, the arbitral tribunal's fees shall not 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.

6. The Application is disposed of in these terms. No costs.

7. All rights and contentions of the parties including limitation are expressly kept open.

(ARIF S. DOCTOR, J.)