

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION APPLICATION NO.145 OF 2024

Evie Real Estate Private Limited

...Applicant

Versus

VST Electronic Security Private Limited

...Respondent

Ms Sayali Phansikar, i/b Mandlik & Partners, for the Applicant.

CORAM: ARIF S. DOCTOR, J

DATED: 26th September 2024

PC:-

SHEPHALI
SANJAY
MORMARE

Digitally signed by
SHEPHALI
SANJAY
MORMARE
Date: 2024.09.27
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1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act 1996.

2. Ms Phansikar, Learned Counsel appearing on behalf of the Applicant invites my attention to the five work orders, all contained an Arbitration Clause. She also invites my attention to the notice invoking arbitration dated 10th November 2023, which is at page 182 of the Application.

3. The Respondents have been served though none has appeared. Learned Counsel further tenders a copy of the letter dated 3rd May 2024 by which the Respondents have agreed to the appointment of an

Arbitrator, namely, Mr Shilpan Gaonkar, Advocate Hence, by consent of the parties, I appoint Mr Shilpan Gaonkar, Advocate to act as a Sole Arbitrator to decide the disputes and difference between the parties on the following Terms and Conditions.

TERMS OF APPOINTMENT

- (a) Appointment of Arbitrator:** Mr Shilpan Gaonkar, Advocate, 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 **Mr Shilpan Gaonkar, Advocate**

Address Office No. 6, 2nd Floor,
Examiner Press Building,
Dalal Street
Mumbai 400 001.

Mobile 9833280056

Email shilpangaonkar@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:** Since the appointment of the Arbitrator is by consent of the parties, the arbitral tribunal's fees shall not 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.
4. The application is disposed of in these terms. No costs.

(ARIF S. DOCTOR, J)