

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO. 210 OF 2024

South Asia Agtech Hub for
Innovation Private Limited

...Applicant

Versus

Dalberg Development Advisors Private Limited

...Respondent

Mr. Akash Agarwal for the Applicant.

Mr. Siddharth S. Kumar i/b BTG Advaya for Respondent No. 1.

CORAM : ADVAIT M. SETHNA, J.

DATE : 18 DECEMBER 2024

P.C.:

1. This is an arbitration application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (“**the Act**”) for the purpose of appointment of an Arbitrator. The differences/disputes between the parties to the proceedings have arisen under Service Agreement dated 6 February 2020. The applicant through their advocate had issued a notice initiating arbitration on 10 February 2024 to the respondent. Such notice was replied by the advocate for the respondent on 18 April 2024. By a communication dated 17 May 2024, the applicant through their advocate communicated that they are not agreeable to the names of Arbitrator as suggested by the respondent. Therefore they would take appropriate steps to file an application under Section 11 of the Act before this Court.

2. Further to the above, an application under Section 11 of the Act was filed by the learned advocate for the applicant on 23 August 2024. A reply to such application filed under Section 11 of the Act dated 19

November 2024 has been filed by the learned advocate for the respondents. Both the parties agree that the pleadings in respect to the said application are complete. The arbitration clause content in the Service Agreement referred to (*supra*) is reproduced as thus,

“10. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to or in connection with this Agreement including a dispute as to the validity or existence of this Agreement or any breach thereof shall be settled exclusively by arbitration proceeding in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall consist of a sole arbitrator appointed mutually by the Parties. The seat and venue of the arbitration shall be Mumbai. The language to be used in the arbitration shall be English. The arbitration award shall be final and binding on the Parties.”

3. The learned counsel for the parties are at consensus as far as the name of sole Arbitrator to be appointed under clause 10 is concerned.

4. In view of the above, this Court appoints Smt. Revati Desai, an advocate of this Court as the learned sole Arbitrator to adjudicate and administrate the disputes and differences arising under the Service Agreement as it referred to (*supra*) in terms of the dispute resolution clause reproduced above. The terms of appointment of the sole arbitrator shall be covered by Schedule 4 of the Arbitration and Conciliation Act, 1996.

5. A copy of this order shall be communicated within a period of 10 days from the date of uploading this order by registered post and e-mail to the learned sole Arbitrator at the following postal and email address :-

Address : 302, 3rd Floor, Mistry Mansion, Fort, Mumbai – 400 023.

E-mail revatidesai@outlook.in

Mobile No. 9004806132

6. The learned sole Arbitrator is requested to forward, in hard copy, soft copy, the necessary statement of disclosure under Section 11(8) read with Section 12(1) of the Arbitration and Conciliation Act, 1996 to learned counsel for the parties at the earliest. The learned advocate for the applicant will arrange to file the original statement with the Prothonotary and Senior Master, Original Side, within a period of 1 week from such receipt from the learned sole Arbitrator.
7. Parties will appear before the learned sole Arbitrator on such date and at such place as the learned sole Arbitrator decides to obtain appropriate directions in regard to fixing a schedule for completing pleadings, etc.
8. Interim Application, if any, filed under Section 17 of the Arbitration and Conciliation Act, 1996 shall be decided by the learned sole Arbitrator, if and so when referred.
9. The arbitral tribunal's fees shall be governed by the Fourth Schedule to the Arbitration and Conciliation Act, 1996.
10. Parties agree that the venue and seat of the arbitration shall be in Mumbai.
11. Parties agree that all arbitral costs and the fees of the learned sole Arbitrator will be borne by the two sides in equal proportion.
12. With the above observations and directions, the arbitration application is disposed of.
13. Needless to mention that all the contentions of parties are expressly kept open.

[ADVAIT M. SETHNA, J.]

Digitally signed
by GITALAXMI
KRISHNA
KOTAWADEKAR
Date:
2024.12.24
10:46:45 +0530