

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 226 OF 2024

Ansuya Mody Enterprises LLP & Anr.

...Petitioners

Vs.

Ocare Integrated Management Holding

Private Limited & Ors.

...Respondents

Mr. Simil Purohit, Senior Advocate a/w Nikita Vardhan i/by Kanga & Co. for the
Petitioner.

Mr. Anshu Bhanot a/w Priyanka Zaweri and Dhruv D. i/by Veyrah Law for the
Respondent.

CORAM : ARIF S. DOCTOR, J.

DATE : 10TH SEPTEMBER, 2024

P.C.:-

1. This matter was placed today to enable Learned Counsel for the parties to take instructions as to whether their respective clients would be willing to submit their disputes and differences to arbitration.

2. Today, Learned Counsel reported that their clients were willing to submit their disputes and differences to arbitration and left the appointment of the Arbitrator on the Court. The Court appoints Mr. Aditya Mehta to act as Sole Arbitrator in respect of disputes and differences that have arisen out of Investment Agreement dated 25th September, 2018.

TERMS OF APPOINTMENT

(a) **Appointment of Arbitrator:** Mr. Aditya Mehta 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 Petitioner within one week from the date this order is uploaded.
- (ii) The Advocates for the Petitioner will forward an ordinary copy of this order to the learned Sole Arbitrator at the following postal and email addresses:

Arbitrator/s Mr. Aditya Mehta

Address 4th Floor, Techno Heritage
Building, 76 Nagindas Master
Road, Mumbai 400001.

Mobile 9619290824

Email Aditya.n.mehta@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 Petitioners 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 present Petition under Section 9 of the Arbitration Act will be treated, heard, and disposed of as an application under Section 17 of the Act. All affidavits filed in the Section 9 petition will be treated as affidavits filed in the Section 17 application. Liberty to apply to the learned Sole Arbitrator for leave to file further affidavits.
 - (iii) 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.

3. The Respondents shall file their Affidavits-in-Reply within a period of two weeks from today. The Tribunal shall issue further directions for completing all pleading, however, since the claim that is made is in respect of the investment made by the Petitioners in the First Respondent company which quantum is not disputed nor denied.

4. Mr. Purohit, Learned Senior Counsel today submits that the Respondents should also be directed in their Affidavits-in-Reply to file a disclosure in terms of prayer clause (c). Given the nature of the claim and the correspondence which has been placed before me, in which Respondents do not deny the liability, at this stage, I deem it fit to direct that the Affidavits-in-Reply should also contain a disclosure in terms of prayer clause (c) which reads thus:-

“c) Pending the hearing and final disposal of the arbitration proceedings and making and implementation of the Award, this Hon'ble Court be pleased to direct the Respondents / its officers and directors to disclose an oath, by way of an affidavit the complete details, description and addresses/location of all the assets both immovable and movable, tangible and intangible held directly or indirectly, jointly or singly, which are owned and/or are in possession of the Respondent No.1, the bank accounts and receivables of the Respondent No. 1 to secure the claim of the Petitioners;”

5. Mr. Purohit submits that the Respondents shall, until Section 17 application is heard and disposed, not in any manner deal with R-1 License more particularly mentioned in prayer clause (d). I make it clear that this order shall not in any manner come in the way of Respondents from carrying out or conducting their business as they have been doing so.

6. Petition is accordingly disposed of.

(ARIF S. DOCTOR, J.)