

Shephali

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION NO. 334 OF 2024

Veera Niketan Cooperative Housing Society Limited ...Petitioner

Versus

KDI Holdings Pvt Ltd ...Respondent

Mr Anoshak Daver, with *Vikas Mishra, i/b Bhavin Bhatia*, for the
Petitioner.

Mr Prathamesh Kamat, with *Sneha Patil & Brena Gala, i/b Maniar*
Srivastava Associates, for the *Respondent.*

CORAM: ARIF S. DOCTOR, J
DATED: 10th October 2024

SHEPHALI
SANJAY
MORMARE

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Date: 2024.10.11
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PC:-

1. This Commercial Arbitration Petition is filed under Section 9 of the Arbitration and Conciliation Act 1996.

2. After the matter was argued at some length. Learned Counsel appearing on behalf of the Respondent, on taking instructions from his client, submits that his client is ready and willing to submit the disputes and differences to arbitration. He also submits that his client has also no objection to the appointment of the Arbitrator nominated in the Petitioner's invocation notice.

3. In view thereof, by consent of the parties, I appoint Mr Vishal Kanade, Advocate, to act as the 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 Vishal Kanade, 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 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 **Mr Vishal Kanade, Advocate**

Address 1st Floor, Gundecha Chambers,
Nagindas Master Road,
Kala Ghoda, Fort,
Mumbai 400 001

Mobile 9819668711

Email Kanade.vishal@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) **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.
- (g) **Fees:** Since the appointment 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 Commercial Arbitration Petition is disposed of in these terms.
No costs.

(ARIF S. DOCTOR, J)