

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

COMMERCIAL ARBITRATION PETITION NO.376 OF 2024

Bharat C. Jain

... Petitioner

V/s.

Manisha Paresh Jain & Anr.

... Respondents

Mr. Mayur Khandeparkar, Amrut Joshi a/w Duj Jain, Y. Udwadia, Naomi Ting
i/by Kiran Jain & Company for the Petitioner.

Mr. Anuj Desai a/w Dhruv B. Jain i/by Rajendra J. Rathod for the Respondents.

CORAM : ARIF S. DOCTOR, J.

DATE : 3RD OCTOBER 2024

P.C. :

1. After the matter was argued at some length, the parties were agreeable to refer the disputes and differences that have arisen between the parties under the Limited Liability Partnership Agreement dated 11th November 2021 as also the Supplemental Agreement dated 28th June 2024 to arbitration.

2. Mr. Khandeparkar, Learned Counsel appearing on behalf of the Petitioner however expressly submits that the consent of the Petitioner to the

arbitration is subject to keeping open his contentions that the Supplementary Deed is a forged and fabricated and the existence of the same is expressly disputed. He submits that with these specific objections being kept open, his client is consenting to refer the disputes and differences to the Sole Arbitrator.

3. Hence, keeping open the objections raised by Mr. Khandeparkar, which are noted above, by consent of the parties, Mr. Vishal Pattabiraman, Advocate is appointed as the Sole Arbitrator to decide the disputes and differences between the parties on the following terms :-

TERMS OF APPOINTMENT

- (a) **Appointment of Arbitrator:** Mr. Vishal Pattabiraman, 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 Pattabiraman,
Advocate

Address Chamber of Mr. Simil Purohit,
Senior Advocate,
504/505, 5th Floor, Gundecha
Chambers, Nagindas Master
Road, Opposite Milan Cafe,
Fort, Mumbai 400 001.

Mobile 9773430457

Email vishalpattabiraman@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:** 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. All rights and contentions of the parties are expressly kept open.

5. The Petitioner is at liberty to file an appropriate application raising the contentions, which I have noted, before the Arbitrator, if they so desire.

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

7. In view of the above, the Application filed under Section 11 of the Arbitration & Conciliation Act, 1996, being e-filed, on the same being numbered, is also disposed of accordingly. Learned Counsel undertakes to ensure that the Application is appropriately numbered.

(ARIF S. DOCTOR, J.)