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IN THE HIGH COURT OF BOMBAY AT GOA**APPLICATION FOR APPOINTMENT OF
ARBITRATOR NO.14 OF 2025**

TIC MANAGEMENT SERVICES
PRIVATE LIMITED, a Company
Incorporated under the Indian
Companies Act, 2013, having its
Registered Office at Flat No. S-3,
(258) Indushree Enclave, Patantali
Bandora, Ponda, North Goa, Goa,
403 401, represented herein by its
Authorized representative
Mr. Deoshankar Choudhary,
47 years of age, Service,
resident of Mapusa, Goa,
duly authorized to represent
the Applicant vide Board
Resolution dated 06-05-2025 ... APPLICANT

Versus

GOA TOURISM DEVELOPMENT
CORPORATION LIMITED,
a Government Company
incorporated under the Indian
Companies Act, 2013 having
head office at 3rd Floor,
Paryatan Bhava, Patto -
Panaji, Goa, 403 001, India,
represented herein by its
Managing Director ... RESPONDENT

Mr. J.E. Coelho Pereira, Senior Advocate with Mr.
Bernard Fernandes, Advocate for the Applicant.

Mr. Shivan Desai with Ms. Aishwarya Thorat,
Advocates for the Respondent.

CORAM: VALMIKI MENEZES, J.

DATED: 22nd September 2025

P.C.:

1. Registry to waive office objections and register the matter.
2. This Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (for short “**the Arbitration Act**”) seeking the constitution of the Arbitral Tribunal to decide the disputes and differences arising out of the ‘Leave and License Agreement’ (hereinafter referred to as “**the Agreement**”) dated 25.11.2021.
3. The said Agreement makes a reference to Arbitration under Clause 13 therein, which provides for the dispute resolution mechanism in the event that any dispute arises.
4. The Applicant vide legal notice dated 04.01.2024, has claimed that the Respondent has caused breach of various clauses of the Agreement; Respondent vide its reply dated 21.05.2024 stated that the said breach/defects to the said agreement were caused by the Applicant.
5. The Applicant subsequently sent a notice dated

19.06.2024 under section 21 of the Arbitration Act invoking clause 13 of the said agreement to refer the dispute to a sole arbitrator. The Respondents sent a termination notice dated 06.02.2025, pursuant to which the Applicant filed an application under section 9 of the Arbitration Act before the Court of Civil Judge Senior Division "A" Court Panaji which came to be registered as Arbitration Suit No.08/2025/A, seeking status quo which was granted vide order dated 05.05.2025, staying termination for 45 days and permission to file this application.

6. Since the parties could not reach a consensus for referring the dispute to arbitration or on the appointment of an Arbitrator, the Applicant has approached this Court for the appointment of an Arbitrator under Section 11 of the Arbitration Act. After notice was issued to the Respondent, with the consent of the parties, the following order is passed:

(A) Mr. Justice Bharat P. Deshpande, a Retired Judge of this Court, is appointed as the Sole Arbitrator to decide upon the disputes and differences between the Applicant and the Respondent arising out of and/or in connection with and/or in relation to the Leave and License Agreement dated 25.11.2021.

(B) A copy of this order will be communicated to the learned Arbitrator by the Advocate for the Applicant within a period of one week from today.

(C) The learned Arbitrator is requested to forward his Statement of Disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Advocate for the Applicant so as to enable him to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent.

(D) The parties shall appear before the learned Arbitrator on such date and at such place as he nominates to obtain appropriate directions with regard to fixing a schedule for completing pleadings, etc. The Arbitral Tribunal shall give all further directions with reference to the arbitration and also as to how it is to proceed.

(E) Contact and communication particulars shall be provided by both sides to the learned Arbitrator within a period of one week from today. This information shall include a valid and functional email address as well as the mobile numbers of the respective Advocates.

(F) The Arbitrator shall charge his fees as per the 4th Schedule of the Arbitration and Conciliation Act, 1996 read with the Bombay High Court (Fee payable to Arbitrators) Rules, 2018. All the arbitral costs and the fees of the Arbitrator will be borne by the Applicant and the Respondent equally and will be subject to the final Award that may be passed by the Tribunal.

(G) The parties have agreed that the seat of the arbitration will be in Panaji, Goa, and the venue shall be as per the directions of the Arbitrator.

7. The Application is disposed of in the aforesaid terms. There shall be no order as to costs.

8. This order will be digitally signed by the Private Secretary/Personal Assistant of this Court. All concerned will act on production by email of a digitally signed copy of this order.

VALMIKI MENEZES, J.