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**IN THE HIGH COURT OF BOMBAY AT GOA**

**APPLICATION FOR APPOINTMENT OF  
ARBITRATOR NO.22 OF 2025**

Mr. Farid Fatehali Habib Veljee,  
R/o A4/4, Karimabad Cooperative  
Housing Society,  
Opp. Panjim Gymkhana,  
Campal Goa.

... APPLICANT

Versus

Mr. Lokesh Gupta  
T-3 Ballama Gallery,  
Near Anuradha Apt,  
Gogol Margao-Salcete  
Goa 403601

AND

Also having address at  
Proprietor of Superdrive  
456, Edapally-Panvel Highway,  
Opp Burger King, Govekar Nagar,  
Porvorim-Goa, 403501  
403001

... RESPONDENT

Ms. S. Shaikh, Advocate for the Applicant.

Mr. Vibhav Amonkar, Advocate for the Respondent.

**CORAM: VALMIKI MENEZES, J.**

**DATED: 12<sup>th</sup> DECEMBER 2025**

**P.C. :**

1. Registry to waive office objections and register the matter.
2. The above 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 dated 26.09.2022, invoking Clause 9(2) of the Agreement

entered into by the Applicant and the Respondents (hereinafter referred to as “the Agreement”).

3. There is an arbitration clause between the parties as reflected in Clause 9(2) of the Agreement, which therein provides for the dispute resolution mechanism in the event that any dispute arises and under which the Applicant seeks appointment of a Sole Arbitrator.

4. The said Agreement makes a reference to claims, disputes and Arbitration. Clause 9(2) therein provides for the dispute resolution mechanism in the event that any dispute arises.

5. The Applicant issued notice dated 20.09.2024, to the Respondent, invoking arbitration and requesting for Appointment of an Arbitrator, invoking the Arbitration Clause 9(2) of the Agreement and sought reference of the dispute to an Arbitral Tribunal.

6. Considering that the Arbitral Clause 9(2) of the Agreement, specifies disputes to be resolved by an Arbitrator, and there is a dispute between the parties as to who should be appointed as the arbitrator, I hereby exercise jurisdiction under Sub-section 6 of Section 11 of the Arbitration Act and proceed to make the appointment of an Arbitrator in the below mentioned terms and pass the following order :-

(A) Mr. R. G Ramani, Senior Advocate 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 Agreement referred to in para 2 above.

(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 Sole 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 Sole 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 learned Sole Arbitrator 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 Sole 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 learned sole 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.**