

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO.49 OF 2024

Ghodawat Consumer Ltd.
(Erstwhile Ghodawat Foods International Pvt. Ltd.)
Through Nandu Deshmukh ...Petitioner
Versus

Wintech Taparia Ltd.
Through its Directors Harsh Maheshwari,
Pramod Taparia, Bakshrishna Pillai ...Respondent

Mr. S.C. Wakankar a/w Ms Aishwarya Bapat, Advocates for
Petitioner.

Mr. Pheroze Mehta a/w. Aditi Prabhu Khawte i/b. Desai Desai
Chrrimjee & Mulla, Advocates for Respondent.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 16, 2025

ORDER :

1. This is a Petition under Section 29-A of the Arbitration and Conciliation Act, 1996 (*"the Act"*). Evidently, the mandate of the Arbitral Tribunal had expired.

2. To deal with the aftermath of the Covid-19 Pandemic, in *suo motu* proceedings titled *In Re: Cognizance for Extension of Limitation*¹, a series of orders came to be passed by the Supreme Court invoking

¹ *Suo Motu Writ Petition (Civil) No.3 of 2020*

Article 142 of the Constitution of India. Even the 90-day extension period granted by the Supreme Court in those proceedings has lapsed.

3. It is seen from the record that the parties had appeared before the Learned Arbitral Tribunal on March 13, 2023, when it was indicated by the Respondent that he is not desirous of agreeing to extend the mandate of the Arbitral Tribunal. It is common ground that the Learned Arbitral Tribunal has passed an interim award dated July 25, 2021, the execution of which is underway before this Court.

4. Be that as it may, it is also clear from the record that on March 14, 2023, the Learned Sole Arbitrator has recorded the Respondent's desire not to continue with arbitration and to revive the expired mandate of the Arbitral Tribunal. The Learned Arbitral Tribunal has recorded that the mandate thereby stood terminated.

5. It is evident that, from any view of the matter, the arbitration agreement between the parties would subsist. The parties have also spent significant resources by now. Consequently, no useful purpose would be served by getting into technicalities of whether a new application under Section 11 of the Act ought to be filed. Treating this present Petition under Section 29-A as an application to extend the mandate and revive the proceedings, and also an application invoking Section 11 of the Act, and bearing in mind the power to substitute the

Arbitral Tribunal inherently contained in Section 29-A of the Act, it would be appropriate to appoint a substitute arbitrator.

6. The Petitioner indeed approached the Court promptly after March 14, 2023, but for some reason these proceedings have remained pending on the docket of this Court wrongly classified as a Section 11 Application, perhaps because the arbitral tribunal had recorded the termination of the mandate.

7. Learned Counsel for the parties are unable to agree upon the identity of the substitute arbitrator who would now man the arbitral tribunal. Consequently, this Petition is *finally disposed of* in the following terms :-

A] Mr. Ranjeev Carvalho, a Learned Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above. The contact details of the Learned Arbitrator are set out below:-

Address : Office Add- 501, 502, Shanti Building,
Banaji Street, Fort,
Mumbai – 400 001.

Email Id : : ranjeev.carvalho@gmail.com

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner

within a period of one week from today. The Petitioner shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C] The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from receipt of a copy of this Order;

D] The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration and;

E] All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

8. It is made clear that the Arbitral Tribunal would take over the proceedings from the stage at which they were left by the earlier Arbitral Tribunal on March 14, 2023.

9. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

10. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]