
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

COMMERCIAL ARBITRATION PETITION NO.22 OF 2025

M/s Gaurimal Mahajan & Sons

....Petitioners

Versus

Union of India & Anr.

....Respondents

Mr. Rushab Sheth a/w. *Sanath Warkar & Akshay Zantye i/b.*
Lawfort Advocate, for the Petitioners.

Ms. Smita V. Thakur, *Advocate for Respondents.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JULY 17, 2025

ORDER :

1. This is a Petition filed under Section 14 of the Arbitration and Conciliation Act, 1996 (*"the Act"*).
2. Learned Counsel for the Respondents fairly states that to put an end to the controversy once and for all, the Court may appoint an arbitrator to deal with all disputes and differences between the parties.
3. It is seen that despite three rounds, the arbitration having first commenced in 2020, it is yet to take off *inter alia* on the premise of independence of the Arbitral Tribunal being under cloud. At Exhibit 'O' is an e-mail from the incumbent arbitrator explicitly seeking a waiver under Section 12(5) of the Act, which has been refused by the

Petitioners. Since the arbitrator did not proceed further, stating that a controversy remains over the *de jure* inability, this Petition has been filed.

4. After the matter was argued, it was put to the parties that to put an end to the controversy, the parties may consider proceeding with arbitration by a new arbitrator. Learned Counsel for the Respondents submits that there would be no quarrel with proceeding to arbitration forthwith if the arbitrator is being appointed by the Court.

5. In these circumstances, this Petition is ***finally disposed of*** in the following terms without going into the merits of either the maintainability or the merits of this Petition since the consent to proceed to arbitration before a new sole arbitrator puts an end to the matter once in for all :-

A) Mr. Rohan Savant, 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;

Office Address:- Office No. 62, 5th Floor, Alli
Chambers, Tamarind Lane,
Kala Ghoda, Fort,
Mumbai – 400 001

Email :- rohanranjitsavant@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 the date of upload of this order. 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;

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.

6. Learned Counsel for the parties also consent to confirm that the seat of arbitration shall be recorded as Mumbai.

7. 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.]