

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION PETITION NO. 408 OF 2024**

Ingram Micro India Pvt. Ltd. ...Petitioner

Versus

Taashee Linux Services Pvt. Ltd. ...Respondent

**WITH
COMMERCIAL ARBITRATION APPLICATION (L) NO. 38191 OF 2024**

Mr. Kedar Wagle, a/w Sagar Wagle, Lisa Rasquinha, i/b Riddhi A. Pandit, for the Petitioner.

Mr. B. Gopalkrishnan, a/w Nilesh S. Ghadge, Omkar T. Sakpal, Sheejal K. Shetty, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 28, 2025

PC :

1. This Petition has been filed under Section 9 of the Arbitration and Conciliation Act, 1996 (***“the Act”***).

2. Today, when the matter is called out, Learned Counsel for the parties jointly submit that they would be willing to proceed to arbitration for adjudication of all disputes and differences covered by this Petition, and they would be willing to submit to arbitration before

Justice (Retired) Ramesh D. Dhanuka, a former Chief Justice of this Court.

3. As regards the order dated February 10, 2025, Learned Counsel on behalf of the Respondent submits that owing to severe financial constraints, he has instructions to commit to completing the deposit within a period of sixty days from today. Meanwhile, the parties have commercially arrived at an arrangement whereby clients to whom the Petitioner was providing licenses, which are distributed by the Respondent, would deposit the amounts payable for such licenses in an escrow account that would be utilised towards the amounts payable to the Petitioner. In this manner, the money receivable by the Petitioner is secured in respect of future ongoing financial transactions between the parties.

4. In these circumstances purely to adjust the equities, the time to deposit is extended by a period of sixty days from today, which shall be deposited with the Registry of this Court, and the same shall abide by the outcome in the arbitration.

5. Commercial Arbitration Application (L) No.38191 of 2024 is an Application under Section 11 of the Act. In view of the arbitrator

being appointed by this order, nothing would survive in that Application. By consent of the parties, although not on board, ***taken on board*** and ***disposed of*** in terms of this order.

6. The Section 9 proceedings, from this stage, shall stand converted into an Application under Section 17 of the Act. Any further interim measures, that may be sought, may be presented before the arbitral tribunal appointed hereby.

7. In these circumstances, these proceedings are hereby ***finally disposed of***, in terms of the following order:

a) Justice (Retired) Ramesh D. Dhanuka, a former judge 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:-

1101, President House,
83/85, N.P. Marg, Near Sasoon Dock,
Colaba, Mumbai- 400 005

Email ID: rameshddhanuka5@gmail.com

- b) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner from the date on which this order is uploaded on the website of this Court. 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.

8. 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.

9. 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.]