
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 140 OF 2024

Rotadrill India Pvt. Ltd. ...Applicant

Versus

Rinfra – Astaldi Joint Venture & Ors ...Respondents

Ms. Sharon Patole, for the Applicant.

Ms. Siddhi Vora, for Respondent No.1.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 13, 2025

PC :

1. This is an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) in connection with disputes and differences between the parties arising out of an admitted agreement containing an arbitration clause.

2. The parties have attempted to resolve their disputes and settle them. In fact on an earlier occasion, the matter has been listed under the caption for “Filing Consent Terms”.

3. Since the disputes are not settled till date, and upon being

asked by the Court if the parties have the name of an agreed arbitrator, before whom the parties can still settle their disputes and differences, the parties have jointly proposed the name of Mr. Aseem Naphade, who is hereby appointed as the Sole Arbitrator. In these circumstances the following order is passed:-

- a) Mr. Aseem Naphade, 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 particulars of the arbitrator are as under:-

Office Address:-

Add: 31, Shanti Building,

3rd Floor, Banaji Street,

Fort, Mumbai- 400 001

Email ID: aseem1112@gmail.com

- b) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. The Applicant 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 Arbitration and Conciliation Act, 1996 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; and
- f) The parties have agreed that the venue and seat of the arbitration will be in Mumbai. It is clarified that it shall be open to the Arbitral Tribunal to conduct the proceedings online through electronic mode.

4. The aforesaid Learned Sole Arbitrator appointed hereby shall fix a meeting at a convenient time prior to January 20, 2025. The Learned Sole Arbitration so appointed shall issue further directions and instructions on how to proceed further.

5. This Application is *disposed of finally* in the aforesaid terms. All facets of the matter including the joinder of the parties shall be raised before the arbitral tribunal.

6. 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.]