

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
ARBITRATION APPLICATION NO. 289 OF 2024
WITH
ARBITRATION PETITION NO. 481 OF 2024**

Ram Jivanlal Soni ...Applicant

Versus

M L Kanhaiyalal ...Respondent

Mr. Dhiraj Chavan, i/b Ashwin Duggal & Associates, for the Applicant/Petitioner.

Mr. Ashok Dhanuka, a/w Nikhil Sonar, Vipul Makhwana, i/b W3 Legal LLP, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : FEBRUARY 17, 2025

PC :

1. These proceedings entail: (i) an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***) seeking appointment of an arbitrator; and (ii) a Petition under Section 9 of the Act seeking certain interlocutory reliefs in connection with the arbitration agreement referred to in the said proceedings.

2. According to the Learned Counsel for the Applicant, the disputes and differences relate to a Partnership Deed dated September 8, 1992 among the parties. Evidently, Clause 19 (found at Page 38 of the

Application) is an arbitration agreement validly executed between the parties. In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

3. It is apparent from the record that the arbitration agreement was invoked by Petitioner on August 21, 2024. There has been no reply to the same, necessitating the filing of the Section 11 Application.

4. On the last occasion this matter was stood over to today to enable Learned Counsel for Respondent to take instructions in the matter. Today, when the matter is called out, Learned Counsel for Respondent submits that there is one more Partnership Deed dated February 11, 2015, and the relationship between the parties are covered across both the Partnership Deeds i.e. Partnership Deed of February 11, 2015 as well as the Partnership Deed referred to in this Section 11 Application. It is seen from the face of the record that the Partnership Deed annexed to the affidavit in reply, also has a Clause 19, which too entails an arbitration agreement.

5. Today Learned Counsel for the parties jointly submit that all disputes and differences between them wheresoever they emanate from i.e. either of the Partnership Deeds is to be referred to an arbitrator, and they would resolve all disputes and differences by arbitration before the said arbitral tribunal. The Section 9 Petition shall be treated as an Application under Section 17 of the Act by the arbitral tribunal appointed hereby. Given the efflux of time, the Petitioner is at liberty to

modify or mould the contents of Section 9 Petition for its consideration as a Section 17 Application.

6. In these circumstances, both the captioned proceedings are ***finally disposed of*** in the following terms:-

A] Ms. Manjari Shah, a Learned Senior 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.10, 4th Floor, National House,
27, R.D. Street, Fort, Mumbai- 400 001

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant from the date on which this order is uploaded on the website of this Court. 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 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.

7. 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.

8. 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.]

Page 4 of 4

February 17, 2025