

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COM.ARBITRATION APPLICATION NO.205 OF 2024

Bnc Power Projects Limited	...Applicant
Versus	
Maharashtra State Electricity Transmission Co Ltd	...Respondent

*Mr.Suraj Dessai Almeida a/w Mr. Hrishikesh More for
Applicant.
Mr. Abhijeet Joshi for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 22, 2025

PC :

1. Today when the matter is called out, the Learned Counsel for the parties graciously agree that the disputes and differences between them ought to be referred to a Learned Sole Arbitrator appointed by this court, particularly bearing in mind the history to this matter.
2. However, the Learned Counsel strongly disagree on who such arbitrator should be.
3. In these circumstances, this application is **finally disposed of** in the following terms.

[A] Justice S. C. Dharmadhikari (ranjan.dharmadhikari132@gmail.com), 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;

[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 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; 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. 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.]