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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**COMM. ARBITRATION APPLICATION NO. 255 OF 2024**

MAHESHWARY MACHINERIES PVT. LTD.      ... Applicant  
VS  
FRANKE FABER INDIA PVT. LTD.      .. Respondent

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**Ms. Shweta Singh** (*through VC*), *for Applicant.*

**Mr. Abhinav Mathur** *a/w. Lokesh Pawaskar, for Respondent.*

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**CORAM : SOMASEKHAR SUNDARESAN, J.**

**Date      : January 17, 2025**

**P. C. :**

1. This is an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (“***the Act***”)
  
2. Today, when the matter is called out, parties indeed agree that there is an arbitration agreement and there are disputes covered by such arbitration agreement. Their only submission is that the seat and venue of arbitration being in Pune, an arbitrator based in Pune may be appointed.
  
3. In these circumstances, this Application is disposed of by passing the following order :

- a. Mr. Mihir Naniwadekar, Learned Advocate of this Court, residing in Pune, 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 are set out below :

Address : 812, Embassy Centre, Jamnalal Bajaj Marg,

Nariman Point, Mumbai – 400021

Email : mihir.naniwadekar@protonmail.com

- b. A copy of this Order shall 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 Arbitral Tribunal in relation to costs and ;
  - f. The parties have agreed that the venue and seat of the arbitration will be in Pune. It is clarified that it shall be open to the Arbitral Tribunal to conduct the proceedings online through electronic mode.
4. This Arbitration Application is ***finally disposed of*** in the aforesaid terms.
5. 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.]