
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.269 OF 2024

Immer Commodities India Pvt. Ltd. ...Applicant
Versus
Bhima Sahakari Sakhar Karkhana Ltd. ...Respondent

Mr. Dhruva Gandhi a/w. *Jyoti Kukreja i/b. Vis Legis Law Practice, Advocates for Applicant.*

Ms Gauri Velankar a/w. *Sarang S. Aradhye, Advocates for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 13, 2025

PC :

1. This Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (*"the Act"*), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an Agreement dated September 16, 2022. The arbitration agreement is contained in Clause 14 (found at Page 40 of the Application). 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.

2. Today, when the matter is called out, Learned Counsel for the Respondent submits that the existence of the arbitration agreement is not in dispute, the Respondent would be willing to proceed to arbitration leaving all contentions on merits open.

3. Clause 16 of the Agreement provides that all disputes shall be subject to Solapur District jurisdiction. The arbitration clause at clause 14 of the Agreement does not explicitly set out either the seat or the venue of the arbitration. The Applicant is based in Mumbai, while the Respondent is based in Solapur. Learned Counsel for the parties submit that Pune would be a neutral venue, and they have instructions to agree that the arbitration shall be conducted in Pune. It is made clear that the arbitration may also be conducted virtually to ensure maximum convenience to both parties. The venue now being neutral at Pune by consent of the parties, no further judicial attention need to be given to the issue of the seat of the arbitration.

4. In these circumstances, this Application is *finally disposed of* by referring all disputes and differences covered by this proceeding to arbitration by the Learned Sole Arbitrator hereby appointed in the following terms:-

A] The disputes and differences covered by this Petition are hereby referred to the Indian Law Society's Centre for Arbitration and Mediation, Pune (<https://ilsca.co.in>), in

terms of its Institutional Arbitration Rules, to appoint an appropriate arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above, and to administer the same;

B] A copy of this Order will be communicated to the Indian Law Society's Centre for Arbitration and Mediation, Pune by the Advocates for the Petitioner within a period of one week 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 Centre 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.

5. 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.

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.]