

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION (L) NO.3438 OF 2025

Silver Touch Technologies Ltd.	...Applicant
Versus	
Daman & Diu E Governance Society DDeGS	...Respondent

Mr. Nandesh Chudgar a/w. *Vishal Maheshwari i/b. VM Legal, Advocates for Applicant.*

Mr. Harsh Dedhia a/w. *H.S. Venegavkar, Advocates for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : FEBRUARY 28, 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 Memorandum of Agreement dated October 13, 2024 (***“Agreement”***). The arbitration agreement is contained in Clause 30 (found at Page 80 of the Application). In the interest of brevity, the arbitration agreement is not extracted here. Suffice it to say that the matter falls within the jurisdiction of this Court.

2. Today, when the matter is called out, Learned Counsel for the Applicant points out that the arbitration clause in fact requires to be disregarded as it stipulates that the disputes between the parties to be

referred to Administrator Union Territory of Dadra and Nagar Haveli and Daman and Diu for adjudication. Since such unilateral appointment of arbitrator by one of the parties is held to be illegal, it would be appropriate to refer the parties to a neutral third party acting as an arbitrator.

3. 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] Justice C.L. Soni (Retd.) 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] It is made clear that the official seat of arbitration shall be Silvassa but the Learned Arbitral Tribunal shall be at liberty to hold proceedings by video conference from Mumbai or such other place as it may direct.

C] 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 ;

D] 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;

E] 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 and;

F] 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.

4. 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.

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.]