



**IN THE JUDICATURE OF HIGH COURT AT BOMBAY
BENCH AT AURANGABAD**

924 ARBITRATION APPLICATION NO. 10 OF 2025

Dwarkadhish Sugar Factory Limited Through Its General Manger Shri
Balasaheb Chandrabhan Karpe

VERSUS

Adiwashi Sahakari Sakhar Karkhana Ltd Through Its Chairman Bharat
Manikrao Gawit

...

Advocate for Applicant : Senior Counsel Mr. V. D. Hon i/b Mr. Shubham Sanjay
Kote

Advocate for Respondent : Mr. A. N. Sikchi h/f Mr. J. R. Shah

...

CORAM : ARUN R. PEDNEKER, J.

Dated : March 06, 2026

PER COURT :

1. Heard.

2. The learned Counsel for the applicant points out Clause 9 of the Lease Agreement dated 09/11/2021, whereby certain properties of the respondent were given to the applicant for operating a sugar factory. He submits that disputes have arisen between the parties and, therefore, a notice dated 28/06/2024 was issued invoking arbitration under Section 21 of the Arbitration and Conciliation Act. He submits that the said notice was not responded to by the respondent. Thereafter, another letter dated 11/02/2025 was issued by the applicant invoking the arbitration clause, viz., Clause 9 of the agreement. However, the respondent has neither responded to the said communication nor accepted the appointment of an Arbitrator. In view of the same, the present application has been filed.

3. The learned Counsel for the respondent submits that the dispute sought to be referred to arbitration is not arbitrable and, therefore, no

Arbitrator should be appointed in the matter. However, he fairly submits that such issue can be raised before the learned Arbitrator as an objection, including the objection regarding the manner of invocation of the arbitration clause. He further submits that even if this Court appoints an Arbitrator, the parties have agreed on two aspects, viz., firstly, that the seat/place of arbitration shall be at Aurangabad, and secondly, that a sole Arbitrator may be appointed in the matter.

4. Clause 9 of the agreement reads as under : -

"9. In case of breach of terms and conditions of the present Deed and / in case of any dispute / claim / difference arising in respect of the terms and covenants of the present Deed, the said dispute / claim/ difference shall be referred to and adjudicated by a Panel of 3 (three) Arbitrators, for which each Party shall be entitled to appoint 1 (one) Arbitrator, and these 2 (Two) Arbitrators in turn shall appoint the Arbitrator who shall act as the President, and the same shall be in accordance with the Arbitration and Conciliation Act, 1996 as amended till date, and the decision/ award passed by the said Panel of Arbitrators shall be final and binding on both the Parties. The Venue of the Arbitration shall be at Pune, District : Pune, State : Maharashtra, and the language of the Arbitration shall be English. The Procedure and Proceedings of the Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended till date)."

5. Considering the submissions as above, the Mr. Justice S. V. Gangapurwala (Retired) is hereby appointed as the Sole Arbitrator to

adjudicate the disputes between the parties.

6. Accordingly, the arbitration application is disposed of with following order :

a] **Appointment of Arbitrator :-**

Mr. Justice S. V. Gangapurwala (Retired), is appointed to act as sole arbitrator to adjudicate upon the disputes between the parties.

b] **Communication to Arbitrator of this order :**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the applicant within one week from the date this order is uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following post and email addresses :

Arbitrator	:	Mr. Justice S. V. Gangapurwala (Retired)
Address	:	Govardhangir, Kharakuwa, Near Porwal Bhavan, Aurangabad.
Phone No.	:	9545111995
Email	:	sanjay.gangapurwala@gmail.com

c] **Disclosure :**

The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Registrar of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before

entering upon the reference to arbitration. That statement will be retained by the Registrar on the file of this application. Copies will be given to both sides.

d] **Appearance before the Arbitrator :**

Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates and the parties to obtain appropriate directions from the arbitrator in regard to fixing a schedule for completing pleadings, etc.

e] **Contact / communication information of the parties :**

Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.

f] **Section 16 application :**

The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are left open.

g] **Interim Application/s :**

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.

(ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

h] **Fees :**

As per the Arbitration and Conciliation Act.

i] **Sharing of costs and fees :**

As per the Arbitration and Conciliation Act.

j] **Venue and seat of arbitration :**

Seat and venue is agreed to be at Aurangabad.

All the contentions of both the parties are kept open to be raised before the learned Arbitrator.

(ARUN R. PEDNEKER, J.)

vj gawade/-.