



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

6 ARBITRATION APPLICATION NO. 52 OF 2025

Dr.himanshu Balkumar Gupta And Another

VERSUS

Mr Shyam Nathulal Chaudhari And Another

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Advocate for Applicant : Mr. Muthiyan Namit Sunil

Advocate for Respondent No.1 : Mr. Waghmare Omprakash V.

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CORAM : ARUN R. PEDNEKER, J.

Dated : April 20, 2026

PER COURT :

1. Heard.

2. The learned Counsel for the applicants submits that the applicants and the respondents entered into a partnership to establish, run, manage and maintain dental clinics and specialized oral care centres, including facilities for medical tourism, training centres, and fellowship programmes for students for educational purposes. The partnership firm was duly registered and carried on business under the name and style of M/s. Oralcare.co.in.

3. It is submitted that the firm was initially constituted by the applicants as partners vide agreement dated 27/05/2018. Subsequently, the partnership was reconstituted by inducting two new partners vide a Reconstitution Deed dated 10/06/2019. The said two partners retired from the firm vide a Retirement Deed dated 19/10/2020. Thereafter, the respondents were inducted as partners vide agreement dated 12/04/2021, based on a Memorandum of Understanding dated 27/08/2020.

4. The learned Counsel for the applicants further submits that under the partnership agreement dated 12/04/2021 executed between the applicants and the respondents, the terms and conditions of the earlier agreement dated 27/05/2018 were adopted. Attention is invited to Clause 9.12 of the agreement, which reads thus :

“9.12 That if any dispute shall arise between the parties in respect of the interpretation or enforcement of these presents or in respect of any other matter, cause or thing whatsoever not herein otherwise provided for, the same shall be referred to the ARBITRATOR, each one to be appointed by the parties hereto under the provisions of the ARBITRATION ACT or any other statutory modification or re-enactment thereof for the time being in force, and their decision will be binding on all.”

5. It is further submitted that disputes have arisen between the parties. The applicants, therefore, issued a notice invoking Clause 9.12 of the agreement. However, the respondents failed to respond to the said notice, and hence the applicants are constrained to approach this Court under Section 11 of the Arbitration and Conciliation Act, 1996.

6. Considering the above, this Court deems it appropriate to exercise powers under Section 11(6) of the Arbitration and Conciliation Act, 1996 for the appointment of an Arbitrator.

7. The parties are *ad idem* and have agreed to appoint Mr. Justice Sunil

P. Deshmukh (Retired) as the sole Arbitrator to adjudicate the disputes between them. Accordingly, the arbitration application is disposed of with the following order:

a] **Appointment of Arbitrator :-**

Mr. Justice Sunil P. Deshmukh (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 Sunil P. Deshmukh (Retired)
Address	:	"Neel-Prabha", Next to Hotel Green Olive, Near Baba Petrol Pump, Station Road, Bhagya Nagar, Aurangabad 431 001.
Phone No.	:	9545028282
Email	:	sunilpdeshmukh@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 of the arbitration would be governed by the provisions of the Arbitration Act and agreement executed between the parties.

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

(ARUN R. PEDNEKER, J.)

vj gawade/-.