

Vinita

**IN THE HIGH COURT OF BOMBAY AT GOA
WRIT PETITION NO. 171 OF 2023.**

TIMBLO ENGINEERING PVT. LTD.

A private Limited company incorporated Under the provisions of Companies Act. 1956, through its Dy. General Manager (Finance) & authorized signatory Mr. Ameya Laximikant Chimulkar, Son of Laximikant Chimulkar, Indian National, Age 42 years having its registered Office address at Subhash Timblo Bhavan, Margao - 403601, Goa

... Petitioner.

Versus

GAMMA IRON INDIA LIMITED A public limited company incorporated under the provisions of the Companies Act, 1956 and having its registered office address at 712, 7th floor Gera Imperium, Opp. Ginger Hotel, Patto Panaji.

Email:gamamaiil 2004@gmail.com.

...Respondent

Ms Peppino Bahl, Ms Krupa Naik, Mr Mahendra Naik, Advocate for the petitioner.

Ms Shaizeen Shaikh, Advocate for the respondent.

**CORAM: B. P. DESHPANDE, J
DATED: 18th January 2024**

P.C.

1. Heard Ms P. Bahl, learned counsel for the petitioner and Ms. S. Shaikh, learned counsel for the respondent.

2. Authorised representatives of the petitioner and respondent are present in person.

3. Consent minutes of the order are filed today by the parties which are duly signed by authorised representatives of the petitioner and the respondent along with extract of the resolution appointing them to represent and as copies of the Identity card.

4. Consent minutes of the order are taken on record and marked “X” for identification.

5. Contents of the consent minutes of the order reads thus:-

Without prejudice to the rights and contentions of the parties and without getting into the merits of the controversy in the matter, the parties agree to a disposal of the present petition on the following terms:

1. The Petitioner and the Respondent had entered into various agreements, documents and correspondence relating to mining, raising, sale and purchase of Bauxite ore, or any other ancillary rights in the lease land over an area of 73.30 hectares at village Vanzoli, Tal: Dapoli, Dist: Ratnagiri.

2. *Disputes arose between the parties in respect of the same.*
3. *The agreements and correspondence entered into by and between the Parties do not (all) provide for dispute resolution to be vide the process of arbitration.*
4. *However, the parties have jointly and amicably agreed to refer any and all disputes between them qua subject matter stated in para 1 hereinabove to be resolved through arbitration to be conducted by and before a Sole Arbitrator.*
5. *Both the parties have amicably agreed to nominate any Arbitrator from the panel of Arbitrators of this Hon'ble Court as the Sole Arbitrator for adjudication of the dispute under provisions of the Indian Arbitration Act and Conciliation Act, 1996 (as amended) or any Statutory modification thereof for the time being in force. The venue and place of arbitration shall be Panaji, Goa.*
6. *Both Parties agree that they will withdraw all proceedings that have already been filed by them at any Court against each other which would include the proceedings which are subject-matter of Writ Petition No. 171/2023 and also the proceedings filed by the Petitioner against the Respondent at the*

Court of the Civil Judge, Senior Division and JMFC, A Court, Ponda in COMS/12/2020 and that the same shall be referred to arbitration as mentioned above and the disputes therein shall by consent be arbitrable disputes.

7. *The captioned Writ Petition be accordingly disposed off in terms of the above with no orders as to costs.*

Dated this 18th day of January, 2024.

Sd/-

Petitioner

*Through its Dy. General Manager and Auth. Sign.
Mr. Ameya L. Chimulkar*

Sd/-

Respondent.

*Through its authorised Representatives
Mr. Vikas Malgonda Patil.*

6. Parties settled their dispute in connection with present petition as well as civil suit pending before the Civil Judge Senior Division at Ponda and agree to refer the disputes between them to learned Arbitral Tribunal consisting of sole arbitrator.

7. Both learned counsel, on instructions, would submit that parties are agreeable to the name of Justice U. V. Bakre, Former judge of this Court to be considered for appointment of arbitrator for the purpose of resolving the disputes between them.

8. Since the consent terms clearly show that parties are trying to settle and refer the dispute to the arbitral Tribunal, same stands accepted.

9. Accordingly, Mr. U. V. Bakre, a Former Judge of this Court, is hereby appointed as the Sole Arbitrator to adjudicate the disputes and differences between the parties.

10. In these circumstances, the following order is passed :-

- a. Justice U. V. Bakre, a Former Judge of this Court, is appointed as the Sole Arbitrator to decide upon the disputes and differences between the petitioner and the respondent.
- b. A copy of this order will be communicated to the learned Sole Arbitrator by the Advocate for the petitioner within a period of one week from today.
- c. The learned Sole Arbitrator is requested to forward his Statement of Disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Advocate for the petitioner so as to enable him to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this petition and a copy of the same shall be

furnished by the Advocates for the petitioner to the Advocates for the Respondent.

- d. The parties shall appear before the learned Sole Arbitrator on such date and at such place as he nominates to obtain appropriate directions with regard to fixing a schedule for completing pleadings etc. The Arbitral Tribunal shall give all further directions with reference to the arbitration and also as to how it is to proceed.
- e. Contact and communication particulars shall be provided by both sides to the learned Sole Arbitrator within a period of one week from today. This information shall include a valid and functional email address as well as the mobile numbers of the respective Advocates.
- f. The parties have agreed that the Sole Arbitrator shall charge his fees as per the 4th Schedule of the Arbitration and Conciliation Act, 1996 read with the Bombay High Court (Fee payable to Arbitrators) Rules, 2018. The parties have further agreed that all the arbitral costs and the fees of the Arbitrator will be borne by the petitioner and the Respondent equally and will be subject to the final Award that may be passed by the Tribunal.
- g. The parties immediately consent to a further

extension of six months to complete the arbitration, should the learned Sole Arbitrator find it necessary.

- h. The parties have agreed that the seat of the arbitration will be at Panaji, Goa. However, the venue of the Arbitration shall be decided by the Sole Arbitrator taking into consideration convenience of the parties as well as his convenience.

11. In view of above, petition stands disposed of.

B. P. DESHPANDE, J

VINITA VIKAS NAIK

 Digitally signed by VINITA VIKAS NAIK

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