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IN THE HIGH COURT OF BOMBAY AT GOA

**APPLICATION FOR APPOINTMENT OF ARBITRATOR
NO.11 OF 2026**

ZUARI AGRO CHEMICALS
LIMITED REPRESENTED BY
ITS AUTH REPRESENTATIVE
SONALI KURTIKAR

... Applicant.

Versus

STATE OF GOA THR THE
SECRETARY (PWD) AND ANR.

... Respondents.

Mr Yogesh Nadkarni with Ms Simran Khadilkar,
Advocates for the Applicant.

Mr Rishikesh Gawas h/f Ms Maria Simone Correia,
Additional Government Advocate for the Respondents.

CORAM: DR. NEELA GOKHALE, J.

DATED: 14th July, 2026

ORAL ORDER:

1. This is an application seeking the appointment of a Sole Arbitrator to adjudicate the disputes that have arisen between the parties out of an Agreement dated 27th February, 2019.
2. The Agreement was for the supply of water to the Petitioner-Company for its factory consumption. It appears that certain disputes have arisen out of the said Agreement, on account of which the State Government, by its letter dated

29th January 2026, issued a letter to the Applicant calling upon them to settle the long-pending arrears pertaining to the said Agreement. It is alleged that the dues yet remain outstanding. The Applicant issued notice to the Respondent invoking the arbitration clause in the Agreement. The Respondent did not issue a reply to the said notice. Hence, the Applicant is before this Court seeking the appointment of a Sole Arbitrator.

3. Heard Mr Yogesh Nadkarni, learned Counsel appearing for the Applicant and Mr Rishikesh Gawas h/f Ms Maria Simone Correia, learned Additional Government Advocate, appearing for the Respondents, and perused the record with their assistance.

4. Clause 12 of the Agreement dated 27th February 2019 provides for arbitration. Clause 12 reads thus: -

“In the event of any question, dispute or difference of opinion arising under or out of or in any way relating to or concerning these presents or effects of these presents or in connection with the conditions herein contained or touching or concerning the meaning or effect thereof, or any matter contained therein as to the rights, duties or liabilities of the parties hereto, howsoever, in connection with this Agreement, the same shall be referred to a Sole Arbitrator to be appointed by the Secretary (PWD) to the Government of Goa. The Company shall not raise any objection to such appointment on the ground that the arbitrator so appointed is a Government servant and that he

had dealt with the matter to which this Agreement relates or that in the course of his duties as such Government servant, he had expressed his views on all or any of the matters in dispute or difference. In the event of such Arbitrator being transferred or vacates his office or refuses or is unable to act as such for any reason whatsoever, it shall be open to the Secretary (PWD) to the Government of Goa to appoint another person in his place. The Arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was pending. The Arbitrator, may, with the consent of both the parties to these presents, extend the time for making the award. The award of the arbitrator shall be final and binding on the parties to these presents. Save as aforesaid, the Arbitration and Conciliation Act, (1996) as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and the rules made thereunder shall apply to the arbitration proceedings under this clause.”

5. Although the Respondent had not replied to the notice invoking arbitration issued by the Applicant, during the hearing, both counsels, on instructions, stated that they were agreeable to refer the dispute to Mr Justice R. M. S. Khandeparkar (Retired) of the Bombay High Court.

6. In these circumstances, I pass the following order: -

- i. Mr Justice R. M. S. Khandeparkar (Retired), of the High Court of Bombay, is appointed as the Sole Arbitrator to adjudicate upon the disputes that have

arisen between the parties.

- ii.** A copy of this order shall be communicated to the learned Arbitrator by the Advocates for the respective parties within a period of one week from today.
- iii.** The learned Sole Arbitrator, before entering the arbitration reference, shall make a declaration under Section 11(8) read with Section 12(1) of the said Act to be placed on record of the present proceedings and furnish a copy thereof to the parties.
- iv.** The parties are directed to appear before the learned Arbitrator within a period of 15 days from today, on a date which may be mutually convenient and as may be fixed by the learned Sole Arbitrator.
- v.** Both parties shall provide their contact and communication particulars to the Sole Arbitrator. This information shall include a valid and functional email address as well as the mobile numbers of their respective Advocates.
- vi.** The Arbitrator shall charge his fees as per the Fourth Schedule of the Arbitration and Conciliation Act, 1996, read with the Bombay High Court (Fee payable to Arbitrators) Rules, 2018. All the arbitral costs and the fees of the Arbitrators will be borne by the Applicant and the Respondents equally and will be

subject to the final Award that may be passed by the Tribunal

- vii. The parties have agreed that the seat of the arbitration will be in Panaji, Goa, and the venue shall be as per the directions of the Arbitrator.
- viii. All contentions of the parties on merits are expressly kept open to be adjudicated before the learned Arbitrator.

7. A copy of this order shall also be communicated to the learned Arbitrator at the following address: -

*Bharadwaj, Dada Vaidya Road,
Panaji, Goa
Contact No.: 9819879079
Email:rmskhandeparkar@gmail.com.*

8. Application is disposed of in the above terms.

DR. NEELA GOKHALE, J.