

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Arbitration Application No. 61/2025

Ankit Saboo S/o Mr. Shreegopal Saboo, Aged About 40 Years, R/o G-122 Shastri Nagar Jodhpur, Rajasthan Currently Residing At A-1502 Veertarag City Jaisalmer By-Pass Road Jodhpur, Rajasthan Partner In M/s Avon Emery Industries Jodhpur.

----Petitioner

Versus

1. Mahesh Ajmera S/o Late Shri Goverdhan Das Ajmera, R/o A-75 Kamla Nehru Nagar Extension 1St Jodhpur, Rajasthan Partner In M/s Avon Emery Industries Jodhpur.
2. Shreegopal Saboo S/o Late Durga Prasad Saboo, R/o G-122 Shastri Nagar Jodhpur, Rajasthan Partner In M/s Avon Emery Industries Jodhpur
3. Kiran Devi Ajmera W/o Om Prakash Ajmera, Having Its Office At 15, Heavy Industrial Area, Jodhpur, Rajasthan Partner In M/s Avon Emery Industries Jodhpur.

----Respondents

For Petitioner(s)	:	Mr. Devesh A. Purohit
For Respondent(s)	:	Mr. Prateek Gattani

HON'BLE MR. JUSTICE MUKESH RAJPUROHIT

Order

25/02/2026

1. Mr. Prateek Gattani put in appearance on behalf of respondent Nos.1 to 3, therefore, service is complete.
2. The applicant herein seeks appointment of arbitrator to adjudicate the dispute arisen between the parties out of or in connection with the partnership deed executed between the parties by invoking Section 11(6) of the Arbitration and Conciliation Act, 1996.

3. The Arbitration clause 17 of the partnership deed dated 12.12.2007 is reproduced hereunder:

"17. IN CASE OF any dispute arises between the partners whether during or after the determination of partnership and whether in relation to at he interpretation of this deed of to any act or commission of any party to the dispute shall be referred to the arbitrations and provisions of Indian arbitration act as on the date of references shall apply"

4. Learned counsel for applicant submits that there is no dispute with regard to the arbitration clause thus, learned counsel requested that an independent arbitrator may be appointed, as a sole Arbitrator, to resolve the dispute between the parties.

5. Learned counsel for the respondents submits that he has no objection if the sole and independent arbitrator is appointed by the Court.

6. In light of such submissions, this Court finds that the agreement clause, relating to appointment of the Arbitrator, is required to be invoked and as such, the application, filed by the applicant, is disposed of and while exercising the power conferred under Section 11(6) of the Act of 1996, appoints Hon'ble Mr. Justice G.K. Vyas (Retd.), R/o House No.17E/317, Chopasani Housing Board, Jodhpur [Rajasthan], Contact No.9829027317, as the sole Arbitrator to adjudicate the dispute between the parties. The payment of cost of arbitration proceedings and arbitration fee shall be made as per the 4th Schedule appended to the Act of 1996.

7. The intimation of appointment, as aforesaid, may be given by the counsel for the parties as well as by the Registry to Hon'ble Mr. Justice G.K. Vyas (Retd.). The above appointment is subject to

necessary disclosure being made under Section 12 of the Act of 1996.

8. The parties are at liberty to participate in the arbitration proceedings through video conferencing subject to the approval and convenience of the learned Arbitrator.

9. Pending applications, if any, stand disposed of.

(MUKESH RAJPUROHIT),J

104-mSingh/-