

idya Amin

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

**ARBITRATION APPLICATION NO. 23 OF 2022
WITH
ARBITRATION APPLICATION NO. 29 OF 2022
WITH
ARBITRATION APPLICATION (L) NO. 3625 OF 2022
WITH
ARBITRATION APPLICATION (L) NO. 3630 OF 2022
WITH
ARBITRATION APPLICATION (L) NO. 3623 OF 2022
WITH
ARBITRATION APPLICATION (L) NO. 3626 OF 2022
WITH
ARBITRATION APPLICATION (L) NO. 2364 OF 2022**

Kunal Structure (India) Pvt. Ltd. & Ors. .. Applicants
Vs.
Tata Capital Financial Services Ltd. .. Respondent

Mr. Vishwas Shah a/w. Akshay Shah, Mr. Raj Adhia for the applicants.
Mr. Aseem Naphade a/w. Mr. Nikhil Mehta i/b. KMC Legal Venture for
the respondent.

**CORAM : G.S. KULKARNI, J.
DATE : MAY 2, 2022.**

P.C.:

1. On perusal of the memo of these applications as also the notice invoking the arbitration, it is quite clear that there is no invocation of the arbitration agreement in the manner known to law, namely, as Section 21 of the Act would provide. Mr. Shah, learned counsel for the applicants is not in a position to make good that there is an appropriate invocation.

2. In these circumstances, the applications would be required to be

disposed of, however, with liberty to the applicants to resort to appropriate invocation and then pursue all the rights and entitlement of the applicants in the manner known to law.

3. All contentions of the parties in that regard are expressly kept open.

4. Disposed of in the above terms. No costs.

[G.S. KULKARNI, J.]