
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO.97 OF 2024

Silver Jubilee Motors Limited
Through It Authorized Representative
Mr Sachin Kunjir
Versus
Mahindra And Mahindra
Financial Services Limited

....Petitioner
...Respondent

**Adv. Hrishikesh Nabar a/w Ms. Gargi Warunjikar i/b. Siddhesh
Pilankar, Advocate for Petitioner.**

Mr. O.A. Das, Advocate for Respondent.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 16, 2025

ORDER :

1. This Petition has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***) seeking appointment of an arbitrator in connection with disputes and differences arising out of agreement dated May 24, 2004 (***“Agreement”***). The arbitration agreement is contained in Clause 11 (found at Page 19 of the Petition) of the Agreement. In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. Evidently, the dispute for which the arbitration has been invoked is that the Respondent has charged interest at 4% higher than the contracted rate. It is apparent from the reply to the invocation notice that owing to such difference of opinion, such relationship was brought to an end, but the interest that had been charged remains at the rate of 18% whereas according to the Petitioner, the interest chargeable was 14%.

3. After the matter was argued for some time, Learned Counsel for the parties jointly submit that they are willing to proceed to arbitration leaving all contentions on merits open.

4. In these circumstances, this Petition is *finally disposed of* by referring all disputes and differences covered by this proceeding to arbitration by the Learned Sole Arbitrator hereby appointed in the following terms:-

A] Justice (Retd.) Amjad Sayed, former Chief Justice of Himachal Pradesh High Court and a former judge of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above.

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner

within a period of one week from today. The Petitioner shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this Order;

C] The Learned Sole Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the parties within a period of two weeks from receipt of a copy of this Order;

D] The parties shall appear before the Learned Sole Arbitrator on such date and at such place as indicated, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration and;

E] All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

5. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the

parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

6. All actions required to be taken pursuant to this order, shall be taken upon receipt of a downloaded copy as available on this Court's website.

[SOMASEKHAR SUNDARESAN, J.]