

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 185 OF 2024

Navneet Chaudhary and 2 Ors

...Petitioners

Versus

Balasaheb Mahadev Kanchan

...Respondent

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**Mr. Ajit S. Karwande with Mr. Prashant A. Pashte, for
Petitioners.**

Mr. Hemant Ghadigaonkar a/w. Ohm Gandhi, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : December 23, 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 that are said to have arisen between the parties under an Agreement dated March 11, 2022 (***“Agreement”***). The arbitration agreement is contained in Clause 13 (found at Page 31 of the Petition). 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. It is apparent from the record that the arbitration agreement was invoked by the Petitioners on March 4, 2024, to which there was no reply. Objections from the Respondent includes two points. First, the reference to the date of the Agreement in the invocation notice does not correspond to the actual date of the Agreement. Second, the Respondent has filed a Suit; therefore, the Civil Court is seized of the same dispute.

3. Learned Counsel for the Petitioners submits that this is the only agreement between the parties. Therefore, even if the date is wrongly referred to, evidently, the invocation is in respect of the very same Agreement containing the arbitration clause. As regards, the pendency of the Suit, Learned Advocate for the Petitioners submits that an application under Section 8 of the Act has already been filed and it is pending.

4. In these circumstances, no useful purpose would be served keeping this Petition pending any further. Needless to say, should there be any grievance on the grounds of non-arbitrability, it falls within the domain of the arbitral tribunal under Section 16 of the Act.

5. The scope of review under Section 11 is explicitly set out in Section 11(6A) of the Act. It is now trite law, with particular regard to

the decisions of a seven-judge bench in the *Interplay Judgement* followed by multiple others, including *SBI General*² and *Patel*³ that the Section 11 Court ought not to venture beyond examining the existence of a validly existing arbitration agreement that has been formally executed. Even questions of existential substance is a matter that falls squarely in the domain of the arbitral tribunal, in view of Section 16 of the Act.

6. Being satisfied that an arbitration agreement is validly in existence, and that arbitration has been duly invoked, it is in the fitness of things to refer the disputes and differences between the parties in connection with the aforesaid Agreement to arbitration by a Sole Arbitrator.

7. In these circumstances, this Petition is hereby *finally disposed of*, in terms of the following order:

A] Mr. Bhavik Manek, a learned advocate 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. The contact

1 In Re: Interplay Between Arbitration Agreements Under Arbitration and Conciliation Act, 1996 & Stamp Act, 1899 – (2024) 6 SCC 1

2 SBI General Insurance Co. Ltd. v. Krish Spinning – 2024 SCC OnLine SC 1754

3 Ajay Madhusudan Patel v. Jyotrindra S. Patel – 2024 SCC OnLine SC 2597

particulars of the arbitrator are set out below :

Office Address:- Office No.20-A, 2nd Floor,
Prospect Chambers Annexe, Pitha Street, Fort,
Mumbai – 400001

Email: bhavikpratapmanek@gmail.com

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioners within a period of one week from the date on which this order is uploaded on the website of this Court. The Petitioners 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;

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 Arbitral Tribunal in relation to costs.

8. 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.

9. In view of the disposal of the proceedings, attendant Interim Applications, if any, also stand *disposed of*.

10. 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.]