

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION

COMMERCIAL ARBITRATION PETITION NO. 14 OF 2024
WITH
INTERIM APPLICATION NO. 10854 OF 2025

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M/s Shraddha Impex

....Petitioner

V/s

Karmayogi Shankarkarraoji Patil
Sahakari Sakhar Karkhana Limited

....Respondent

Mr. Kunal Damle, for Petitioner.

None for Respondent.

CORAM: SOMASEKHAR SUNDARESAN, J.

Date : September 3, 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 October 21, 2022 (***“Agreement”***). The arbitration agreement is contained in Clause 13 (found at Page 40 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 Petitioner on October 31, 2023, to which there was no response filed.

3. Clause 13 carrying the title, “arbitration” provides that in case of any dispute arising out of the agreement would be referred to appropriate Court of law in Pune District jurisdiction. On the face of it, this provision does not appear to be an arbitration clause at all although it is titled “arbitration”.

4. To deal with the aforesaid, Learned Counsel for the Petitioner submits that in fact a Section 9 Petition had been filed before the District Judge-2, Pune and there was an objection taken out by the Respondent with the maintainability of an application under Section 9 of the Act. The only objection appeared to be to the territorial jurisdiction on the premise that the said application must be moved before the District Court in Baramati and not with District Court in Pune. This is seen from paragraph 12 of the order dated October 20, 2023 passed by the said District Judge, Pune.

5. Despite multiple listings, none has appeared on behalf of the Respondent. In these circumstances, since it appears that the possession which was obtained under Section 9 proceedings is not being controverted and in fact it is submitted by the Petitioner that the

order passed under Section 9 of the Act has not been challenged till date it is submitted that the arbitral tribunal may be appointed.

6. Going by the position obtaining from the interim order under Section 9 of the Act, dated October 20, 2023 since parties do not appear to have different views about existence of an arbitration agreement, and taking into account the fact that interim relief has already been passed and is continued without arbitration having commenced, an arbitral tribunal is hereby constituted in the following terms :

- a. Ms. Prajakta Ranadive, former district judge 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 particulars of the arbitrator are as under :

Office Address:- C/o Ganesh Pawar, 8-D-11, 3rd Floor, Bansuri Building, Nadabramh Society, Warje, Pune – 411 058.

Email ID: prajaktaranadive@gmail.com

- 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 the date of upload of this order. The Applicant 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 Tribunal in relation to costs.

7. 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.

8. However, it is made clear that the arbitral tribunal shall be at liberty to determine its jurisdiction including existential questions about the arbitration agreement as a preliminary issue, should it so desire, having once it hears the parties.

9. With the aforesaid directions, the Petition is finally *disposed of*.

10. In view of the disposal of the Petition, attendant interim applications, if any, also stand *disposed of*.

11. 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.]