
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 23 OF 2024

Supreme Infrastructure India Limited ...Petitioner

Versus

The Executive Engineer(Nur-Ii) Cidco Limited & ...Respondents
Ors

Mr. Udayasankar Samudrala *for the Petitioner.*

Appearance not received for Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 24, 2025

PC :

1. The provision that the Petitioner seeks to rely on as the arbitration agreement is Clause 67 (Pages 89 to 99 of the Petition). The contention of the Respondent is that, on the face of it this is not an arbitration agreement at all.

2. Learned Counsel for the Petitioner would submit that one would need to construe the provisions of this clause to discern from it the existence of the intent to arbitrate.

3. In these circumstances, it would be appropriate to call for a short and specific reply focusing solely on the matter of existence of the arbitration agreement. Let such reply be filed no later than April 30, 2025. Rejoinder, if any, shall be filed no later than May 2, 2025. List for final disposal on ***May 5, 2025*** on the ***Production Board***.

4. 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.**]