
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 113 OF 2025

M/s Computer Galaxy
Through Mr P L Kanthan

... Petitioner

Vs.

Nuclear Power Corporation Of India Limited

.. Respondent

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Mr. Lahoti Anup Anil, for Petitioner.

Mr. Kajal Gupta a/w. Shweta Singh i/b M.V. Kini & Co., for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : July 16, 2025

Order :

1. Learned Advocates for the Respondent has entered appearance and accepts notice and seeks time to file a reply. Liberty to file Vakalatnama with the Registry.

2. 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 the Agreement for Performance of various tasks, dated March 5, 2022 and Agreement for Assistance of Workshop Maintenance Activities, dated July 26, 2022 [***“Agreement”***]. The arbitration agreement is

contained in Clause 17.8 of the General Conditions of Contract (found at Page 133 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.

3. It is apparent from the record that the arbitration agreement was invoked by the Petitioner on January 11, 2025. No useful purpose would be served permitting pleadings on the Petition, since the existence of the arbitration agreement is writ large on the face of the record. The sole scope of examination by this Court is to consider the existence of an arbitration agreement.

4. Learned Advocate for the Respondent also raises issues about whether disputes relating to the claims made in the invocation notice are at all arbitrable. That is a matter that squarely falls in the domain of the Learned Arbitral Tribunal.

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***¹ followed by multiple others,

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

including *SBI General^P* and *Patel^B* 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. Be that as it may, considering that the claims may relate to the deployment of the Petitioner in terms of the contract, which has an arbitration clause, it would be fully feasible for the Respondent to raise objections on arbitrability by filing an appropriate application under Section 16 of Act. This Court must resist temptation to be drawn into matters outside the statutory scope of jurisdiction conferred on it. Consequently, this Petition is ***finally disposed of*** in the following terms :

A] Presolv360, an independent online dispute resolution institution is directed to appoint a sole arbitrator to adjudicate

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

upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above and administer the same;

B] The contact particulars of the Director, Presolv360 are set out below:-

Email id : info@presolv360.com

Contact No. - +91-9820167337

Address: 1st Floor, Esperanca Building, Shahid Bhagat Singh Road, Colaba, Mumbai – 400 001.

Website: www.presolv360.com

C] A copy of this Order will be communicated to Presolv360 by the Advocates for the Applicant within a period of one week from upload of this order on the website of this Court. The Applicant shall provide the contact and communication particulars of the parties to Presolv360 along with a copy of this Order;

D] It is clarified that Presolv360 being an ODR institution, all proceedings will be conducted online through electronic mode, unless otherwise agreed between the appointed Arbitrator and the parties, with appropriate notification to the administration of Presolv360.

E] The administration of Presolv360 is requested to appoint an independent arbitrator in compliance with the Act and its own rules consistent with the Act as soon as possible and in any event within a period of two weeks from receipt of a copy of this Order;

F] 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 administration of Presolv360 and any other particulars as reasonably requested by the administration. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

G] All arbitral costs and fees of the arbitration 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; and

H] The seat of the arbitration shall be deemed to be the same as the seat discernible from the Agreement while the arbitration shall primarily be conducted online.

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. Considering the scale of the dispute, the arbitrator is requested to first attempt a resolution without commencing formal arbitration proceedings and resolve the disputes between the parties acting as an amiable compositor. Should such efforts fail within four weeks of entering reference, the arbitration proceedings may commence. The mediation machinery on the aforesaid platform shall be utilized for the same.

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.]