
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO.209 OF 2025

Care More Health Private Limited

....Petitioner

Versus

Bajaj Allianz General Insurance Co.

....Respondent

Mr. Karan Nichani *i/b. M/s P.V. Nichani & Co., Advocates for Petitioner.*

Mr. Nitin Gaware Patil *a/w. Mr. Divyesh K. Jain, Advocates for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : OCTOBER 06, 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 September 30, 2022. The arbitration agreement is contained in Clause 17.2 (Found at Page No.46 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. It is apparent from the record that the arbitration agreement was invoked by the Petitioner on July 22, 2025.

3. The fundamental objection on behalf of the Respondent is that the agreement was meant to expire in January 2025 and any extension would necessitate execution of an addendum in terms of the very same agreement. Invoices have been raised for a further period of approximately six months. It is the case of the Petitioner that the relationship between the parties continued in terms of the agreement without the need for an addendum whereas it is the case of the Respondent that the agreement having come to an end, any activity carried out thereafter would never be subject to the arbitration agreement contained in an expired agreement.

4. Since this matter involves a mixed question of fact and law, it would require one to examine the correspondence between the parties and the conduct of the parties for the relevant period after the expiry of the agreement to discern whether they intended to continue dealing with their relationship in the same terms as set out in the agreement. That would present itself as an issue to be determined under Section 16 of the Act.

5. Without prejudice to the entitlement of the Respondent to raise such jurisdictional objection under Section 16 of the Act, the Arbitral

Tribunal is requested to see whether this could be dealt with upfront to avoid any unnecessary expense.

6. 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, 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.

7. 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.

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

A] Justice (Retd.) Mridula Bhatkar, a former

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

² *SBI General Insurance Co. Ltd. Vs. Krish Spinning* – 2024 SCC OnLine 1974

³ *Ajay Madhusudan Patel Vs. Jyotindra S. Patel* – 2024 SCC OnLine, 2597

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;

Mumbai office :-

501, Saket, Near Bal Mohan Vidya Mandir,
M. B. Raut Marg, Shivaji Park, Dadar (W),
Mumbai – 400 028.

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 Petition 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.

9. 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.

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.]