

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
COMMERCIAL ARBITRATION PETITION NO. 18 OF 2025

Eltech Appliances Private Limited ...Petitioner

Versus

Bajaj Finance Limited ...Respondent

Ms. Nishtha Garg *a/w Adv. Aashka Shell for the Petitioner.*

Mr. Nikhil Mehta *i/b KMC Legal Venture, for the Respondent.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 2, 2025

PC :

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 November 2, 2017. The arbitration agreement is contained in Clause 16 (found at Pages 35 and 36 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. I have examined the record with the assistance of the Learned Counsel for the parties. Evidently, an arbitration agreement exists

between the parties. The venue of arbitration is agreed to be in Pune. In fact, in response to the invocation notice dated November 1, 2023, by an email dated November 2, 2023 the Respondent has pointed out that the arbitration ought to be conducted in Pune and even suggested names.

3. Yet, the Petitioner appears to have been advised to approach the Madras High Court, which has evidently rejected the Petition on the ground of not having jurisdiction. Learned Counsel for the Respondent would now suggest that liberty ought to have been given by the Madras High Court for this Petition to be validly filed in this Court. This contention does not lend itself to acceptance simply because the Madras High Court which had stated that it had no jurisdiction whatsoever to entertain the Petition would have had no jurisdiction to grant liberty to move the appropriate forum too. Silence in this regard will not be fatal to the right to maintain this Petition, particularly when there is an arbitration agreement, and the Respondent had also expressed a desire not to repudiate it.

4. Consequently, since the parties have an existing arbitration agreement, all disputes and differences between the parties are referred to arbitration and this Petition is ***finally disposed of*** in the following terms:

- a) Mr. V.K. Deshpande a former District Judge in Pune, 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;
- b) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner from the date on which this order is uploaded on the website of this Court. The Petitioner 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.

5. 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.

6. 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.]