

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION PETITION NO.814 OF 2024

M/s Amit Engineers

....Petitioner

Versus

Union Of India & Anr.

....Respondents

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**Mr. Pratik Dixit** *i/b. Dr. Prem Motiramani, Advocate for  
Petitioner.*

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**CORAM: SOMASEKHAR SUNDARESAN, J.**

**DATE : SEPTEMBER 22, 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 a Work Order dated August 27, 2010 (***“Agreement”***). The arbitration agreement is contained in Clauses 63 & 64 (found at Page 60-63 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 Applicant on October 30, 2014. Despite service, none appears on behalf of the Respondents.

3. It is seen from the record that the existence of an arbitration agreement was never in doubt. In fact, by a letter dated August 12, 2015, the Respondents appointed an arbitrator, who then entered upon reference. Thereafter, multiple reminders were sent to conduct arbitration, but no response was received from the Respondents. That apart, many attempts have also been made such as letter dated March 3, 2021 (Exhibit 'N'), asking for replacement of the arbitrator in view of no hearing having been conducted after 2018. *Prima facie* a clear case has been made out for substitution of the arbitrator.

4. In fact, by a letter dated March 16, 2021 the Respondent No.2 has written to the arbitrator, urging him to conduct arbitration expeditiously, and expressing displeasure for not carrying out the arbitration proceedings.

5. In these circumstances, the arbitrator is hereby substituted in the following terms :-

A] Justice (Retd.) Sadhana Jadhav, a former 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;The contact details of the Learned Arbitrator are set out below:-

Address : 153, 15<sup>th</sup> Floor, Jolly Maker 3,  
Next to D M Somani School,  
Cutte Parade, Mumbai.

Email Id : : sjadhavo660@gmail.com

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant 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 Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent;

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.

6. 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.

7. It is made clear that all contentions including limitation are entirely left open for consideration by the Arbitral Tribunal appointed hereby.

8. 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.]**