

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

INTERIM APPLICATION NO. 2996 OF 2024
IN
ARBITRATION PETITION NO. 65 OF 2024

Asha Construction and Anr. ...Applicants
In the matter between :
Asha Construction and Anr. ...Petitioners

Versus

Tata Motors Finance Limited ...Respondent

ALONGWITH
INTERIM APPLICATION NO. 2711 OF 2024
IN
ARBITRATION PETITION NO. 69 OF 2024
ALONGWITH
ARBITRATION PETITION NO. 69 OF 2024
ALONGWITH
ARBITRATION PETITION NO. 74 OF 2024
ALONGWITH
INTERIM APPLICATION NO. 2997 OF 2024
IN
ARBITRATION PETITION NO. 74 OF 2024
ALONGWITH
ARBITRATION PETITION NO. 72 OF 2024
ALONGWITH
INTERIM APPLICATION NO. 2710 OF 2024
IN
ARBITRATION PETITION NO. 72 OF 2024
ALONGWITH
ARBITRATION PETITION NO. 71 OF 2024
ALONGWITH
INTERIM APPLICATION NO. 2709 OF 2024
IN
ARBITRATION PETITION NO. 71 OF 2024
ALONGWITH
ARBITRATION PETITION NO. 66 OF 2024
ALONGWITH
INTERIM APPLICATION NO. 2679 OF 2024
IN
ARBITRATION PETITION NO. 66 OF 2024
ALONGWITH
ARBITRATION PETITION NO. 86 OF 2024
ALONGWITH
INTERIM APPLICATION NO. 2995 OF 2024

IN
ARBITRATION PETITION NO. 86 OF 2024
ALOGNWITH
ARBITRATION PETITION NO. 73 OF 2024
ALONGWITH
INTERIM APPLICATION NO. 2994 OF 2024
IN
ARBITRATION PETITION NO. 73 OF 2024
ALONGWITH
ARBITRATION PETITION NO. 68 OF 2024
ALONGWITH
INTERIM APPLICATION NO. 2678 OF 2024
IN
ARBITRATION PETITION NO. 68 OF 2024

Mr. Ankit Signal (Through V.C) a/w Mr. Piyush Pande *for the Applicant/Petitioner.*

Mr. Iraa Dube Patil a/w Mr. Ramesh Dube Patil, Mr. Ashish Gabhale
*i/b jay & Co. for the Respondents in ARBP Nos.65, 68, 73, 86, 66, 71,
72, 74 and 69 of 2024.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 24, 2025

PC :

1. Before Learned Counsel for the Petitioners could commence submissions, Learned Counsel for the Respondent submits that without expending further judicial time in the matter, she has instructions to submit to the awards impugned in these Petitions be set aside by consent of the parties, sending disputes afresh to an independently-appointed Arbitral Tribunal, since the awards are products of arbitration conducted by unilaterally appointed arbitrators.

2. In these circumstances, each of the arbitral awards in the captioned proceedings is hereby set aside by consent, sending each of the

agreements under reference in the aforesaid awards for conduct of the arbitration afresh by a sole arbitrator in the following terms :

A] The disputes and differences covered by these Petitions are hereby referred to the Mumbai Centre for International Arbitration (<https://mcia.org.in>), in terms of its Institutional Arbitration Rules, to appoint an appropriate arbitrator to adjudicate upon the disputes and differences between the parties covered by these Petitions and administer the same;

B] A copy of this Order will be communicated to the Mumbai Centre for International Arbitration by the Advocates for the Petitioners from the date on which this order is uploaded on the website of this Court. The Petitioners shall provide the contact and communication particulars of the parties to the Centre 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 Petitioners 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 these Petitions and a copy of the same shall be furnished by the Advocates for the Petitioners to the Respondents;

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.

3. 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.

4. All Petitions are *finally disposed of* in the above terms.

5. All Interim Applications connected to the aforesaid Petitions would also stand *finally disposed of*.

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.]