
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 17 OF 2024**

OCS Group India Pvt. Ltd. ...Applicant

Versus

Raheja Developers Ltd. & Anr ...
Respondents

Appearance not received for the Applicant.

Mr. Amit Patil i/b Parinam Law Associates for Respondent No.2.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 10, 2025

PC :

1. This Application 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 with Respondent No.1 viz. Facility Service Agreement for providing Housekeeping Services and Agreement for providing Operation and Maintenance are dated July 4, 2019, and Agreement with Respondent No.2 for providing Operation and Maintenance Services dated October 21, 2020 (***“Agreements”***). The arbitration agreements are contained in Clauses

34(d) and 34(f) (found at Page 35 of the Application), Clauses 36(4) and 36(6) (found at Pages 57 and 58 of the Application) and Clauses 35(4) and 35(6) (found at Pages 76 and 77 of the Application). In the interest of brevity, the arbitration agreements are 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 September 15, 2022. There is no reply to the said invocation. It is not in dispute that the arbitration agreement referred to in the Application is in existence. In these circumstances, no useful purpose would be served in keeping this Application pending any further.

3. 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

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

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.

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

A) Mr. Samarth Jaidev, a learned advocate 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;

Office Address:-

C/o Venkatesh Dhond, 11C,

Examiner Press Building,

Dalal Street, Near BSE,

Fort, Mumbai – 400 001.

Email ID: samarthjaidev97@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 Application 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.]