
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 275 of 2024

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VINAY REVANKAR

....Applicant

Versus

VARANIUM CAPITAL ADVISORS PRIVATE LIMITED

....Respondent

Ms. Nilesh Mandavkar *a/w. Rohan Rai i/b Adv. Anjana Kamal Mishra,*
for Applicant.

None for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : January 24, 2025

P. C.

1. This is an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) to refer disputes and differences arising out of an agreement dated March 12, 2020 to arbitration. It is seen from the record that the arbitration agreement is contained in Clause 18.8, with a detailed procedure, which is found at Page 72 of the Application. In the interest of brevity, the same is not extracted here. Suffice it to say, this Court has jurisdiction to entertain this Application.

2. It is also seen that an arbitration had been invoked by a notice dated January 11, 2023, to which the Respondent has filed a reply dated January 19, 2023. Evidently, there is no challenge to the existence of an arbitration agreement. On the contrary, the Respondent proposed a name of an arbitrator before whom the parties could proceed for conduct of arbitration.

3. It is also seen that the Applicant initially had approached the Delhi High Court under Section 11 of the Act, which granted the Applicant, liberty to withdraw and approach the appropriate Court having jurisdiction in the matter, consequent to which, this Application has come up today.

4. It is seen from a service affidavit placed by Learned Counsel for the Applicant that notice of today's hearing has also been given to the Respondent, specifically stating that the matter would be listed today. None appears for the Respondent.

5. However, having examined the material on record, since it is evident that an arbitration agreement is indeed in existence, (the limited scope of the of this Court under Section 11 of the Act being to examine existence of the agreement), no useful purpose would be served in prolonging the matter any further. It is writ large on the record that the parties agree that there is an

arbitration agreement and are keen to arbitrate, with the only difference being the identity of the arbitrator.

6. In the aforesaid circumstances of this Application is ***finally disposed of*** in the following terms :

- a. Ms. Shreya Jha, Learned Advocate of this Court (shreyajha183@gmail.com) 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 shall be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. 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 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.

7. 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.]