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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.95 OF 2025

Aditya Birla Finance Limited ....Applicant

Versus

Navneet Gupta & Ors. ....Respondents

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**Mr. Vishal Maheshwari** i/b. *Ms. Shrishty Punjabi i/b. VM Legal, Advocates for Applicant.*

**Mr. Abhishek A. Rastogi** a/w. *Pooja Rastogi, Meenal Songire & Aarya More, Advocates for Respondents.*

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CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 26, 2025

ORDER :

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 Deeds of Guarantee dated January 31, 2019 (*"Agreements"*). The arbitration agreement is contained in Clause 24 Clause 24 (Found at Page Nos. 94 & 110 of the Application) and Clause 37 (Found at Page No.128) of the Agreements. 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. Learned Counsel for the parties tenders an Order dated September 2, 2024 of the High Court of Delhi at New Delhi in ARBP/469/2024, under which an arbitral tribunal came to be appointed in respect of disputes and differences relating to the loan agreement underlying the guarantee agreement for which this Application also has been made.

3. The parties are agreeable to proceed to arbitration with reference to the disputes under this agreement being made to the very same arbitral tribunal. Since the same tribunal is already seized of all the facts underlying the case, such reference to the said tribunal would not alter the agreed seat of arbitration set out in the agreement as Mumbai.

4. In these circumstances, the application is *finally disposed of*, appointing the very same Learned Arbitral Tribunal as the arbitrator in the following terms:-

1. Mr. Justice Talwant Singh (Retd.) (Mob.No.9910384653) 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;
2. 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;

3. 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;
4. 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;
5. 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.]**