
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.156 OF 2024

Karam Enterprises	...Applicant
Versus	
Adhiraj Constructions Pvt. Ltd.	...Respondent

Ms Tahira Siddiqui *a/w. Taher Rangwalla & Shweta R. Rathod*
i/b. Elixir Legal Services, Advocate for Applicant.

Mr. Sameer Pandit *a/w. Krina Gandhi, Chintan Pasad i/b.*
Wadia Ghandy & Co., Advocate for Respondent.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : FEBRUARY 3, 2025

PC :

1. This is an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (***“the Act”***) seeking to refer disputes and differences between the parties under an agreement dated May 27, 2016, which contains the arbitration agreement in clause 21 (found at Page 106 of the Application). In the interest of brevity, the same is not being reproduced here. Suffice it to say, the matter falls within the jurisdiction of this Court.

2. Learned Counsel for the parties consent that without prejudice to their rights and contentions on the merits of the matter, including on jurisdiction of the arbitral tribunal under Section 16 of the Act and the arbitrability of the disputes between them, they would be willing to proceed to arbitration.

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

A] Mr. Anchit Hiranman Ojha, a learned advocate of this Court (ojhaanchit@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 will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioner within a period of one week from today. 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; and

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.

4. 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.

5. 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.]