
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.211 OF 2024

Mahindra And Mahindra Limited

....Applicant

Versus

G3 Motors Limited And Ors.

...Respondents

Mr. Nishant Chothani *a/w. Ms Niyati Shah i/b. MLS Vani & Associates, Advocates for Applicant.*

Ms. Prakruti Joshi, *Advocate for Respondent No.1.*

Mr. Gauraj Shah *a/w. Rishir Daulat & Kritika Mundra i/b. TRD Associates, Advocates for Respondent Nos.2, 3 & 4.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : AUGUST 5, 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 the Dealership Agreement dated September 7, 2018. The arbitration agreement is contained in Clause 38 (found at Page 73 of the Application) of the Agreement. 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. Having heard the parties for sometime, it would be appropriate to dispose of this Application by referring the disputes and differences between the Applicant and Respondent No.1 to arbitration.

3. As regards Respondent Nos.2, 3 and 4, their contention is that they are not signatories of the arbitration agreement. Respondent No.2 has indeed signed the agreement, but in his capacity as an authorized signatory of Respondent No.1. The Applicant seeks to rely on Clause 7 of the agreement, which proposes to signify that all the directors of Respondent No.1 would be deemed to be guarantors. This itself could not constitute a binding guarantee/obligation on the other Respondents.

4. Be that as it may, it would be open to the Applicant to move the Arbitral Tribunal and demonstrate that Respondent Nos.2, 3 and 4 are veritable parties considering the nature of the transactions between the Applicants and the Respondents in view of the law declared by the Supreme Court in ***ASF Buildtech¹***, since it would be within the scope of power of the Learned Arbitral Tribunal to determine such question.

¹ *ASF Buildtech Private Limited v. Shapoorji Pallonji and Company Private Limited* 2025 SCC OnLine SC 1016

5. Learned Counsel for Respondent Nos.2 and 3 also relied on the judgment in **BGM**² to indicate that the Learned Arbitral Tribunal would not have the power to determine who is a veritable party. However, this judgment does not notice the detailed decision rendered in **ASF Buildtech**, leaving this issue open, this Application is hereby **finally disposed of**, referring the parties to arbitration in the following order:

A] Mr. Nigel Quraishy., an 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:- 5 Appejay House,
130 Mumbai Samachar Marg,
Fort, Mumbai 400 001.

Email ID: nigel.quraishy@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 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 parties within a period of two weeks from receipt of a copy of this Order;

² *BGM And M-RPL (JV) vs. Eastern Coalfields Limited in SLP © Diary No.21451/2024)*

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.

6. 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.

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.]