
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.331 OF 2025
WITH
INTERIM APPLICATION (L) NO.13566 OF 2025
IN
COMMERCIAL ARBITRATION APPLICATION NO.331 OF 2025

Kiran Mulji Shah

....Applicant

Versus

Subhrajit Bhowmik

....Respondent

Ms. Roma Chudasama a/w. *Yashwant Chudasama & Rubin Vakil,*
Advocates for Applicant.

None for the Respondent.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : SEPTEMBER 17, 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 a Limited Liability Partnership Agreement dated September 24, 2014 (***“Agreement”***). The arbitration agreement is contained in Clause 22 (Found at Page No.30 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, the seat of the arbitration being Mumbai.

2. It is seen from the record that the invocation was effected on August 30, 2022 and service had been completed.

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 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. Being satisfied that an arbitration agreement is validly in existence, and that arbitration has been duly invoked, it is in the fitness of things to refer the disputes and differences between the parties in connection with the aforesaid Agreement to arbitration by a Sole Arbitrator.

5. Commercial Arbitration Petition No.122 of 2023 (“***Section 9 Petition***”) relates to the very same matter between the very same

¹ *In Re: Interplay Between Arbitration Agreements Under Arbitration and Conciliation Act, 1996 & Stamp Act, 1899 – (2024) 6 SCC 1*

² *SBI General Insurance Co. Ltd. v. Krish Spinning – 2024 SCC OnLine SC 1754*

³ *Ajay Madhusudan Patel v. Jyotrindra S. Patel – 2024 SCC OnLine SC 2597*

parties, seeking certain interlocutory protective reliefs. This Section 9 Petition shall be treated as an Application under Section 17 of the Act by the arbitral tribunal appointed hereby. Given the efflux of time, the Applicant is at liberty to modify or mould the contents of Section 9 Application for its consideration as a Section 17 Application.

6. In these circumstances, both the Section 9 and the Section 11 Application are hereby *finally disposed of*, in terms of the following order:

A] Mr. Satchit Bhogale, 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:- Address - 4803, L&T Crescent Bay
Tower 6, Jerbai Wadia Road,
Parel, Mumbai – 400012.
Email ID: satchit.bhogle@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;

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. 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.

8. In view of disposal of the captioned Commercial Arbitration Application, nothing survives in the Interim Application therein and the same is also ***finally disposed of*** accordingly.

9. 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.]