

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY**  
**ORDINARY ORIGINAL CIVIL JURISDICTION**  
**[ COMMERCIAL DIVISION ]**

**COMMERCIAL ARBITRATION APPLICATION NO.399 OF 2025**  
**ALONG WITH**  
**INTERIM APPLICATION NO.6306 OF 2025**

|                         |                |
|-------------------------|----------------|
| SOM VCL JV              | .. Applicant   |
| Vs.                     |                |
| Union of India and Ors. | .. Respondents |

Mr. Hussain Dholkawala, Advocate for the Applicant.

Ms. Shweta Singh, Advocate, i/by M.V. Kini & Co., for the Respondents.

**CORAM : GAUTAM A. ANKHAD, J.**

**DATE : 17<sup>TH</sup> OCTOBER 2025.**

**P.C. :**

1. The present Commercial Arbitration Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (*“the Act”*) to appoint an Arbitrator in respect of the disputes that have arisen under Tender No.NPCIL/KK-3&4/CONST/CIVIL-INFRA/PT/2018/150 and the Work Order issued thereunder on 12<sup>th</sup> March 2020 (*“Agreement”*). This was for construction of residential quarters for the Respondent No.2. Mr. Dholkawala, the learned counsel for the Applicant submits that the contract has been performed in its entirety but the amounts towards the tax component, including GST as well as PF related issues, under the bills have not been paid by the Respondent Nos.2 and 3. Hence, disputes have arisen between the parties on account of non-payment of bills. The Claimant has invoked arbitration by its notice dated 31<sup>st</sup> January 2023. The Respondents’ replies of 8<sup>th</sup> February 2023 and 24<sup>th</sup> May 2023 are on merits

of the matter which are reiterated by Ms. Shweta Singh, the learned counsel for the Respondents.

2. I have heard the learned counsels for the parties and perused the paper-book. The arbitration agreement is at Clause 17.3 of the General Conditions of Contract of the Tender Agreement. There is no dispute on the existence of the arbitration agreement. I also find that arbitration has been validly invoked by the Applicant vide its notice of 31<sup>st</sup> January 2023. The submissions of the Respondents that this is a tax matter is a matter of merits and cannot be considered by me at this stage.

3. It is settled law as held by the Hon'ble Supreme Court in ***Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re (2024) 6 SCC 1*** and followed in subsequent judgment in the case of ***SBI General Insurance Company Vs. Krish Spinning, (2025) 3 SCC (Civ) 567*** that the Section 11 Court ought not to venture beyond examining the existence of an arbitration agreement.

4. Being satisfied that an arbitration agreement is in existence and that the arbitration has been duly invoked, I refer all disputes and differences between the parties under the above Agreement to arbitration by a Sole Arbitrator. In these circumstances, the Commercial Arbitration Application No.399 of 2025 is disposed of in the following terms :-

[A]. Mr. Karan Dilip Bhosale, Advocate, 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. The contact details of Mr. Karan Dilip Bhosale, the Sole Arbitrator, are “*Off.Add. : Lentin Chambers, 1<sup>st</sup> Floor, 36 Dalal Street, Fort, Mumbai, Mobile No.9820033467, Phone No.22673366, E-mail : karan.d.bhosale@gmail.com*”.

[B]. A copy of this order will be communicated to the learned Sole Arbitrator by the Advocate for the Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. 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 Advocate 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 Arbitration Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondents;

[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 schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;

[E]. The fees of the learned Sole Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

[F]. All issues are kept open to be agitated before the Tribunal.

[G]. The arbitration shall be held at Mumbai.

**[ GAUTAM A. ANKHAD, J. ]**