
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION APPLICATION NO. 405 OF 2024

RAC Infra Rental LLP ...Applicant

Versus

Sify Technologies Limited ...Respondent

Mr. Kapil Shah, i/b MK Juris Associates *for the Applicant.*

Appearance not received for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 10, 2025

PC :

1. On the face of it, the arbitration is invoked pursuant to two tax invoices, each of which is issued by the Applicant pursuant to different purchase orders. Each tax invoice contains an arbitration clause providing for arbitration in Mumbai. The first tax invoice, which relates to the first purchase order, contains no arbitration clause but contains an explicit agreement between the parties to refer disputes to the jurisdiction of Courts in Chennai. The second tax invoice relates to the second purchase order, which explicitly provides for arbitration with the seat of arbitration being Chennai.

2. Learned Counsel for the Applicant submits that originally he issued a quotation, which made a reference to arbitration in Mumbai. Therefore, it is the purchase orders, according to him, that deviate from the arbitration agreement between the parties since the purchase orders flow from the quotation.

3. The quotation is not signed by both the parties but indeed, the purchase orders are issued pursuant to the quotation. The purchase orders have been accepted by the Applicant and the tax invoices raised by him are pursuant to supplies made in response to the purchase orders. It is important to reconcile this conflicting position.

4. To enable the Learned Counsel for the Applicant to address the Court on how to reconcile three competing instruments of contract, stand over to ***June 24, 2025***.

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.**]