

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION (L) NO. 22913 OF 2023**

Swen Entertainment Private Limited ...Applicant

Versus

Indian Arm Wrestling Federation ...Respondent

**WITH
COMMERCIAL ARBITRATION PETITION NO. 819 OF 2024
WITH
INTERIM APPLICATION (L) NO. 22912 OF 2023
WITH
INTERIM APPLICATION (L) NO. 22894 OF 2023
IN
COMMERCIAL ARBITRATION PETITION NO. 819 OF 2024**

**Mr. Alok Vajpeyi, a/w Jyoti Yadav, i/b Khaitan & Co., for the
Applicant/Appellant/Petitioner.**

Mr. Khushnumah Banerjee, i/b Vidhil Partners, for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : SEPTEMBER 9, 2025

ORDER :

1. Advocate on record for the Respondent seeks liberty to be discharged, since she has not received instructions in the matter. This matter had been stood over to today for want of instructions and that position has not changed. The Advocates for the Respondent is discharged.

2. In these circumstances, without the assistance of the Advocate for the Respondent, the record was examined with the assistance of the Advocate for the Petitioner-Applicant.

3. The captioned 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 an agreement dated March 14, 2019 (***“Agreement”***). The arbitration agreement is contained in Clause 13 (found at Page 62 of the Application). 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.

4. It is apparent from the record that the arbitration agreement was invoked by the Applicant on June 27, 2023. There is no reply filed to the said invocation.

5. 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 In Re: Interplay Between Arbitration Agreement under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899 (2024) 6 SCC 1

followed by multiple others, including *SBI General^P* and *Patel^B* 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.

6. 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.

7. As regards the captioned Section 9 Petition, on the face of record, the relief sought appears to have been overtaken by the sheer efflux of time and therefore no reliefs have been granted in view of the Section 9 Petition.

8. As regards the Section 11 Application, the existence of the arbitration agreement is not only evident on the face of the record but is also admitted in paragraph 6 of the affidavit in reply verified on September 21, 2023. It is apparent that an arbitration agreement is in

2 *SBI General Insurance Co. Ltd. Vs. Krish Spinning*, 2024 SCC OnLine 1974

3 *Ajay Madhusudan Patel Vs. Jyotindra S. Patel*, 2024 SCC OnLine, 2597

existence, therefore no useful purpose would be served keeping the Section 11 Application pending any further.

9. In these circumstances, the Section 11 Application is ***finally disposed of*** by appointing a Sole Arbitrator in the following terms:-

A) Resolve X, an independent online dispute resolution institution is directed to appoint a 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) The contact particulars of the Head Coordinator, Resolve X are set out below:-

Email id : info@resolvex.co.in

Address: 21-A, First Floor, Plot No. 15,
Contractor Building, Vaju Kotak Marg,
Ballard Estate, Mumbai - 400001

Contact No: +91 9967571374

Website: www.resolvex.co.in

C) A copy of this Order will be communicated to Resolve X by the Advocates for the Petitioner/Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. The Petitioner/Applicant shall provide the contact and communication particulars of the parties to Resolve X

along with a copy of this Order;

D) It is clarified that Resolve X being an ODR institution, all proceedings will be conducted online through electronic mode, unless otherwise agreed between the appointed Arbitrator and the parties, with appropriate notification to the administration of Resolve X;

E) The administration of Resolve X is requested to appoint an independent arbitrator in compliance with the Act and its own rules consistent with the Act as soon as possible and in any event within a period of two weeks from receipt of a copy of this Order;

F) 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 administration of Resolve X and any other particulars as reasonably requested by the administration. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

G) All arbitral costs and fees of the arbitration 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; and

H) The seat of the arbitration shall be deemed to be the same as the seat discernible from the Agreement while the arbitration shall primarily be conducted online.

10. Should any new developments have arisen since the filing of these proceedings, the Applicant-Petitioner is free to seek any interlocutory reliefs before the Learned Arbitral Tribunal. The applicant may file an appropriate application under Section 17 before the arbitrator without prejudice to the disposal of the Section 9 Petition today without any reliefs.

11. In these circumstances, both the captioned proceedings and any other connected Applications are *finally disposed of*.

12. 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.

13. 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.]