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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION PETITION NO. 301 OF 2024

Auxilo Finserve Private Limited

...Petitioner

Versus

Anurag Gedam and Ors.

...Respondents

Ms. Tikshta Modi *a/w Ms. Jenny Somaiya for the Petitioner.*
Ms. D. Suvarna Rajesh *i/b Pritesh Bansod & Associates for the Respondents.*

CORAM : SOMASEKHAR SUNDARESAN, J.
DATE : FEBRUARY 5, 2025

PC :

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) seeking certain interlocutory reliefs in connection with disputes and differences arising out of the Agreement dated January 2, 2021, which is essentially a student loan agreement.

2. Today, when the matter is called out, Learned Counsel for the parties submit that they are agreeable to proceed to arbitration by a Learned Sole Arbitrator appointed by this court. In these circumstances, the Section 9 Petition is finally disposed of by sending the parties to dispute resolution by a Learned Sole Arbitrator appointed by this order.

3. The Section 9 Petition shall be treated as an Application under Section 17 of the Act. However, the Petitioner shall be entitled to *ad-*

interim relief at this stage, pending the commencement of the arbitral proceedings, in terms of prayer clause (b) and (c) as moulded below :

The Respondents shall file their respective comprehensive affidavit disclosing on oath the assets both movable and immovable held by them jointly and or severally including details of all bank accounts (with account numbers, Bank, Branch etc) and all the amounts lying in the Bank accounts linked with PAN No. CLHPG8656A, AEQPG2026N, AIEPG49740, within a period of four weeks from the date on which this order is uploaded on the website of this Court.

The Respondents shall also file their respective comprehensive affidavit disclosing on oath all debts and receivables payable by third parties to the Respondent with their precise and exact addresses within the same timeframe as aforesaid.

4. The Arbitral Tribunal shall be at liberty to modify or alter the ad-interim reliefs granted hereby on such terms as the Tribunal deems fit uninfluenced by this Order. Considering that the parties are proceeding for the dispute resolution by arbitration nothing survives in this Petition. The Section 9 Petition is ***finally disposed of*** in the following terms:-

a) Ms. Gulnar Mistry, 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. The contact particulars are set out below :

Address : 101, 1st floor, 1infinity (formerly known as Ramnimi Fort), Cawasji Patel Street, Mumbai 400 001.

Email id : gm@mistrychambers.com

b) A copy of this Order shall be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. 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.

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.]