

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION

Arbitration Petition No. 324 of 2024

With

Commercial Arbitration Application (L) No. 3449 of 2025  
(U/s. 11 of the A & C Act)

SHRADDHA  
KAMLESH  
TALEKAR

Digitally signed by  
SHRADDHA KAMLESH  
TALEKAR  
Date: 2025.04.25  
19:05:10 +0530

Aditya Birla Finance Limited

...Petitioner/Applicant

*Versus*

K Srikanth

...Respondent(s)

**Ms. Tikshta Modi, for Applicant.**

***None for Respondent.***

**CORAM : SOMASEKHAR SUNDARESAN, J.**

**Date : April 1, 2025**

**PC :**

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 an agreement dated January 21, 2022. The arbitration agreement is termed as “Settlement of Dispute” found at Page 34 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.

2. It is apparent from the record that the arbitration agreement was invoked by Applicant on December 29, 2023, to which there is no reply. Email and Message Service were completed on February, 2, 2025.

3. By an order dated January 23, 2025, certain *ad-interim* reliefs had been granted and the Petitioner in the Section 9 Petition, being Arbitration Petition No. 324 of 2024 and the Petitioner was directed to service the Respondent under Section 11 of the Act. The same has been done. Notice has been issued, none appears for the Respondent. Service affidavit dated February 27, 2025 demonstrating service has indeed been effected on the Respondent is taken on record.

4. 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*<sup>1</sup> followed by multiple others, including *SBI General*<sup>2</sup> and *Patel*<sup>3</sup> that the Section 11 Court ought not to venture beyond examining the existence of a validly existing arbitration agreement that has been formally executed.

---

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

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

<sup>3</sup> *Ajay Madhusudan Patel v. Jyotrindra S. Patel – 2024 SCC OnLine SC 2597*

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.

5. 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.

6. Arbitration Petition No. 324 of 2024 (“***Section 9 Petition***”) relates to the very same matter between the very same parties, seeking certain interlocutory protective reliefs. The Section 9 Petition shall stand converted into an Application under Section 17 of the Act by the arbitral tribunal appointed hereby and the reliefs obtained in as of today, shall abide by the arbitral tribunal. The Petitioner/Applicant shall be at liberty to seek such further reliefs as may be desired from the arbitral tribunal.

7. In these circumstances, no useful purpose would be served in keeping these proceedings pending any further. Consequently, both the Section 11 Application and Section 9 Petition are ***finally disposed of***, in terms of the following order:

A] The disputes and differences covered by this Application is hereby referred to the Mumbai Centre for International Arbitration (<https://mcia.org.in>), in terms of its Institutional Arbitration Rules, to appoint an appropriate arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above;

B] A copy of this Order will be communicated to the Mumbai Centre for International Arbitration by the Advocates for the Applicant 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 Centre 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 Advocates 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 Applicant and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent;

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.

8. 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.

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.]**