
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.84 OF 2024

Vivek Bhatia ...Applicant

Versus

Anju Dhingra ...Respondent

Mr. Mayank Joshi *i/b. Sumedh Sonawane, Advocate for Applicant.*

Mr. Nikhal Mehta *i/b. KMC Legal Venture, Advocate for Respondent No.2.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 29, 2025

PC :

1. This is an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (*"the Act"*) seeking appointment of an arbitrator in connection with disputes and differences arising out of a Loan Agreement dated November 28, 2012.

2. It is seen from the record that there is indeed an arbitration agreement which is contained in Clause 12.11 which is found at Page 137 and 138 of the Application. Suffice it to say that the issue falls within the jurisdiction of this Court.

3. From the correspondence exchanged between the parties, it is writ large on the face of the record that each party has claims against

the other and there is an evident trail of disputes and differences between the parties. Consequently, this is a matter eminently required to be sent to resolution by an arbitrator.

4. Learned Counsel for each of the parties has expressed apprehension about the other party, all of which I find are matters of merits and conduct of parties, which is squarely in the domain of the arbitrator. Consequently, the Application is finally disposed of taking on record that each party has a claim against the other for resolution by sole arbitrator appointed in the following terms.

a] Mr. Nikhil Rajani, an 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 details of the Learned Arbitrator are set out below:-

C/o. M/s. V. Deshpande and Co. Advocates and Solicitors
111, 1st floor, Commerce House. 140 Nagindas Master
Road, Fort, Mumbai 400 023.
Email: nikhilrajani81@gmail.com

b] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from the date of this order being made available 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 Arbitration 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; and

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. This Application is ***finally disposed of*** in the aforesaid terms.

6. Needless to say, all issues that the parties intend to raise including whether two borrowers could fight against each other in these proceedings or appropriate interlocutory measures that may be required for a fair adjudication of the disputes are all left for the Learned Arbitral Tribunal to decide.

7. 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.]