

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

ARBITRATION PETITION (L) NO. 9615 OF 2025

WITH

ARBITRATION APPLICATION NO. 87 OF 2025

R Senapati And Associates LLP

...Petitioner

Versus

Peel Works Private Limited

...Respondent

Appearance not received for the Petitioner.

None for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 24, 2025

PC :

1. These proceedings entail the Petition under Section 9 as well as Section 11 of the Arbitration and Conciliation Act, 1996 (“***the Act***”) relating the disputes and difference between the parties arising in connection with an Agreements dated July 23, 2020 and June 3, 2021 (“***Agreements***”) services provided by the Petitioner to the Respondent in connection with Auditing & Assurance, Business Advisory Service, Process Outsourcing and Taxation Advisory related services. The arbitration agreement is contained in Clause 10 (found at Pages 31 and

42 of the Petition). 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 seen from the record that the Petitioner was owed monies due to the Respondent failing to pay the fees due. Consequently, the parties engaged in negotiations and even arrived at a settlement with a schedule of payment. Such schedule of payment was discounted by 20% with a view to resolve the dispute between the parties. From an email dated April 1, 2024, it is evident that the Respondent opposed a specific schedule for clearing the dues of approximately Rs.38.9 Lakhs as of that date (the payment being spread over four installments between April 10, 2024 and June 27, 2024). The Petitioner appears to have accepted the 30% discount and suggested certain revisions to the dates on which installments may be paid. However, till date nothing has been paid.

3. Being satisfied that an arbitration agreement is in existence, no useful purpose would be served in keeping this Application pending any further. Consequently, disputes and differences between the parties are hereby referred to arbitration in the following terms:-

- a) Ms. Rucha Vaidya, 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;

Office Address:-

C/o Rohan Kadam,

208, Gundecha Chambers,

Nagindas Master Road,

Kala Ghoda, Fort, Mumbai – 400 001.

Email ID: vaidru.rv@gmail.com

- b) A copy of this Order will be communicated to the Learned Sole Arbitrator 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 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 Advocates for the Petitioner 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 Petitioner and a copy of the same shall be furnished by the Advocates for the Petitioner/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.

4. In the Section 9 Petition Learned Counsel for the Petitioner seeks interim relief in terms of prayer clause (a) at page 17, which is essentially a direction to deposit a sum of Rs.3,89,100/- (the admitted claim amount) with the Prothonotary and Senior Master of this Court, which would abide by the outcome in the arbitral proceedings.

5. Having examined the record and being satisfied that the amount for which a prayer for deposit is sought, is but a discounted amount and that too has been explicitly admitted by the Respondent, it would be appropriate to protect the Petitioner by granting relief in terms of prayer clause (a).

6. With the aforesaid directions, both the Section 9 Petition and the Section 11 Application are *finally disposed of*.

7. 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.

8. Registry is directed to serve a copy of this order on the Respondent. So also the Advocates for the Petitioner/Applicant too shall be entitled to serve a copy of this order on the Respondent.

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.]