
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 160 OF 2024

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Prime Gold Sail JVC Limited & Ors

...Applicants

Versus

Hella Infra Market Pvt. Ltd. & Ors.

...Respondents

Mr. G.L. Bajaj *a/w. Raunak Bajaj, for Applicants.*
None for Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : March 10, 2025

P. C.

1. This is an Application under Section 11 of the Arbitration and Conciliation, 1996, seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under the agreement dated March 17, 2022. The arbitration agreement is contained in Clause 19 (found at Pages 36 & 54 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 seen from the record that by a letter dated October 13, 2023, the Respondents had invoked arbitration citing the arbitration clause between the parties. Consequently, it is evident that the arbitration agreement is not only in existence but the Respondents itself were desirous to invoking

the same. In these circumstances, ***finally disposed of*** directing the Hindustan Chamber of Commerce to be appointed as an arbitral tribunal in accordance with its rules taking into account clause 19 (found at Page 36 & 54) which is the arbitration agreement between the parties.

3. 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 followed by multiple others, including ***SBI General***² and ***Patel***³ 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.

4. 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 agreements to arbitration by a Sole Arbitrator.

5. In these circumstances, no fruitful purpose would be served in keeping the Application pending on the docket of this Court. Consequently, the Applications are hereby ***finally disposed of***, in terms of the following order:

A] The disputes and differences covered by this Application is

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

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

³ *Ajay Madhusudan Patel v. Jyotrindra S. Patel – 2024 SCC OnLine SC 2597*

hereby referred to the Hindustan Chambers of Commerce, 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. The contact details are given below :

Hindustan Chambers of Commerce
1st Floor, Sojit Bhavan, 342, Kalbadevi Road,
Marine Lines (East), Mumbai 400 002.

B] A copy of this Order will be communicated to the Hindustan Chambers of Commerce 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 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 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.

6. 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.

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.]