

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

ARBITRATION APPLICATION NO. 189 OF 2024

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Hexaspace
Versus
Flipspace Technology Lab
Private Limited

...Applicant

...Respondent

Ms. Christabelle M.K., *for Applicant.*

Ms. Nikita Lad (through VC) *i/b Saga Legal, for Respondent.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : April 9, 2025

P. C.

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 the Contract Service Agreement dated August 17, 2022 (*"Agreement"*). The arbitration agreement is contained in Clause 21.3 (found at Page 38 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. Since, Learned Counsel for the Respondent submits that the disputes are eminently kept or being resolved and requests an adjournment by two weeks.

3. Considering that the existence of an arbitration agreement is not denied and the disputes are also said to be capable of being settled, no useful purpose would be served, keeping this pending any further. Since the disputes are amenable to settle and two weeks' time is sought, the effect of this order is postponed by four weeks from the date of upload. If the dispute is resolved within a the aforesaid four weeks, the arbitration will not commence but should the disputes not being so settled, the arbitration will commence in terms of this order. Taking on board, consent of parties, to proceed to arbitration, this Application is ***finally disposed of*** in terms of the following order :

A] Ms. Arti Raghavan, an advocate of this Court, is hereby appointed as the Sole Arbitrator (raghavan.arti1@gmail.com) 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 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.

4. 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.

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.]