IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 303 OF 2024

Uco Bank ...Applicant

Versus

Suryoday Small Finance Bank Ltd & Anr ...Respondents

AND

COMMERCIAL ARBITRATION APPLICATION NO. 319 OF 2024

AND

COMMERCIAL ARBITRATION APPLICATION NO. 320 OF 2024

AND

COMMERCIAL ARBITRATION APPLICATION NO. 4 OF 2025

Mr. Bhushan Walimbe, *a/w Parinweet Saratkar, i/b SSP Legal, for the Applicant.*

None for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.
DATE : MARCH 21, 2025

PC :

1. The captioned proceedings have been filed under Section 11 of the Arbitration and Conciliation Act, 1996 (***"the Act"***), seeking appointment of an arbitrator in connection with the same disputes and differences between the very same parties under the four separate Service Agreements pursuant to which debt was assigned among between the partied. Two Agreements are dated October 27, 2016 and the remaining two are of December 23, 2016 ("***Agreements***"). The

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arbitration agreements are contained in Clause 13.2 and 12.2 of the Agreements (found at Pages 39 & 51 of the Application respectively). In the interest of brevity, the arbitration agreements are 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 all the arbitration agreements were invoked by the Applicant on October 3, 2023. It is seen from the reply dated October 31, 2023 that there is no dispute about the existence of the arbitration agreements but, there the parties disagree on the identity of the arbitrator proposed by the Applicant. In these circumstances, no useful purpose would be served in keeping these proceedings pending on the docket of this Court any further.

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 arbitration agreements are validly in existence, and that arbitration has been duly invoked under each agreement, it is in the fitness of things to refer the disputes and

[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*

differences between the parties in connection with the aforesaid agreements to arbitration by a Sole Arbitrator.

5. In these circumstances, this Application is hereby ***finally disposed of***, in terms of the following order:

a) Justice (Retd.) S.J. Vazifdar, former Chief Justice of Punjab and Haryana High Court and a former judge 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 Agreements referred to above;

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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 Application 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.

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.]