
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 330 OF 2024

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Taurus Collection Through its
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...Applicant

Versus

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Services LLP & 2 Ors.

...Respondents

Mr. Siddhesh Nirgurkar *i/b Lion Law, for Applicant.*

Mr. Deepak Sharma *a/w. Heena Shaikh, for Respondents.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : March 6, 2025

P. C.

1. This is an Application under Section 11 of the Arbitration and Conciliation of the 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 a Letter of Engagement dated July 17, 2023. The arbitration agreement is contained in Clause 12.3 (found at Page 45 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 apparent from the record that the arbitration agreement was invoked by the Applicant on February 1, 2024. It is seen from the record that the record that the invocation notice was sent on February 1, 2024. In reply, the Respondents have stated that there is no cause for proceeding to

arbitration and that the invocation notice is bad in the eyes of law. No averment in terms of non-existence of arbitration agreement is specifically discernible from such reply. However, having seen the record, it is writ large that the agreement has been executed and the terms and conditions are annexed to it, which terms and conditions indeed contained an arbitration agreement.

3. Learned Counsel for the Respondent vehemently opposes allowing the application on the premise that the very execution of the agreement is disputed. According to him, there was no signature ever appended to the agreement and he points me to letter dated December 11, 2023 and another letter February 23, 2024, which replies to notices from the Applicant. According to him, the arrangement between the parties was oral and there is no executed agreement. On the face of it, an agreement purported to be signed by the respective parties is on record. It is now trite law that the jurisdiction of Section 11 Court is to examine the formal existence of an exhibited agreement, leaving existential questions about whether an agreement truly can be inferred to the arbitral tribunal for its consideration.

4. 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* followed by multiple others, including *SBI General*¹ and *Patel*² 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

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*

substance is a matter that falls squarely in the domain of the arbitral tribunal, in view of Section 16 of the Act.

5. 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 agreement dated July 17, 2023 to arbitration by a Sole Arbitrator.

6. In these circumstances, I do not see any useful purpose for keeping this Application pending any further. The Application is hereby *finally disposed of*, in terms of the following order :

A] Mr. Akshay Doctor, 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:-Ground Floor, Oval House,
British Hotel Lane, Kala Ghoda, Mumbai – 400001.

Email: akshay.r.doctor@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 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 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.

7. Needless to say, nothing contained in this order is an expression of an opinion on the merits of the case. Parties shall address all objections including objections to jurisdiction under Section 16 of the Act before the arbitral tribunal appointed hereby.

8. Liberty to each party to file an application under Section 17 of the Act in view of their respective grievances about the others conduct.

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.]