

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

COMMERCIAL ARBITRATION APPLICATION NO.39 OF 2025

Aditya Birla Finance Limited	...Applicant
Versus	
Manavjeet Singh	...Respondent

Mr. Vishal Maheshwari *a/w. Mr. Mihir Beradia i/b. VM Legal, Advocate for Applicant.*

Mr. Jenil Shal *a/w. Mr. Pratik Barot, Advocates for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 28, 2025

PC :

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 arising out of three different Loan Agreements dated February 29, 2016, January 25, 2018 and March 31, 2022 (***“Agreements”***). The arbitration agreement is contained in all of the Agreements. In the interest of brevity, the same are not reproduced here. Suffice it to say that the matter falls within the jurisdiction of this Court.

2. Learned Counsel for Respondent No.2 entered appearance and accepts notice. He also entered appearance for Respondent No.1, but

submits that as regards Respondent No.1, a moratorium pursuant to Section 95 of the Insolvency and Bankruptcy Code (IBC), 2016 has been taken. He has no objection to arbitration commencing as against Respondent No.2.

3. Learned Counsel for the Applicant submits that the loan underlying loan assets stands assigned and registration of such assignment to the transferee of the loan assets is pending. Needless to say the benefits enduring from this order would also follow with the assignment to whoever the assignee be.

4. In these circumstances, this Application is *finally disposed of* by referring all disputes and differences covered by this proceeding to arbitration by the Learned Sole Arbitrator hereby appointed in the following terms:-

A] Ms. Sonal, 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.

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 and;

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.

5. 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.

6. 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.]