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

COMMERCIAL ARBITRATION APPLICATION NO.83 OF 2025

B N Steel Traders	...Applicant
Versus	
Gas Authority of India Ltd. & Anr.	...Respondents

Ms Preena Sethia *i/b. Nikhil Mishra & Shravan Purohit,*
Advocates for Applicant.

Mr. A.R. Bamne, *Advocate for Respondent No.1.*

Mr. Amit Jajoo *a/w. Ms Anamika Singh & Mr. Kushal*
Boolchandani i/b. Indus Law, Advocates for Respondent No.2.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 5, 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 Special Terms and Conditions of Auction dated and Buyer Specific Terms and Conditions and Delivery Order dated September 6, 2022 (***“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. Today, when the matter is called out, Learned Counsel for Respondent No.1 submits that although there is an arbitration clause in these Agreements, no arbitrable issue has arisen. Such an objection is

eminently in the domain of the arbitral tribunal since the scope of this jurisdiction is limited to ascertaining the formal existence of the agreement leaving existential questions to the Arbitral Tribunal. No useful purpose would be served in keeping this Application pending any further in the docket of this Court.

3. Therefore, the request of Learned Counsel for the Respondents for an adjournment, seeking time to file a reply would serve no useful purpose, and would only further delay matters, when the existence of an arbitration agreement is admitted by the parties.

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] Mr. Rushin Kapadia, 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 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 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.]