

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

COMMERCIAL ARBITRATION APPLICATION NO.89 OF 2025

NRK and Patil Company, Belgaum	 Applicant.
V/s	
Union of India and Another	
Through its General Manager	 Respondents.

Mr. Pratik Dixit i/b Dr. Prem Motiramani for the Applicant.
None for the Respondent.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 30TH SEPTEMBER 2025.

P.C. :

1. This Arbitration Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (“the Act”) seeking appointment of an Arbitrator in connection with the disputes that have arisen between the parties under the General Conditions of Contract (“the agreement”). The arbitration agreement is contained in Clause 64(1)(i) of the General Conditions of contract (found at Page 97 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. I have perused the paper-book. The Respondent has been duly served. There is no denial to the notice invoking arbitration dated 15th August 2023. There is no reply to this Arbitration Application as well. The existence of the arbitration agreement is not in dispute. I find that there is an arbitration agreement in existence for adjudication of disputes that arise under the General Conditions of Contract. It is settled law as held by the Hon’ble Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re*

(2024) 6 SCC 1 and followed in subsequent judgment in the case of *SBI General Insurance Company Vs. Krish Spinning*, (2025) 3 SCC (Civ) 567 that the Section 11 Court ought not to venture beyond examining the existence of an arbitration agreement.

3. Being satisfied that an arbitration agreement is validly in existence and that the arbitration has been duly invoked, I refer all disputes and differences between the parties under the above agreement to arbitration by a Sole Arbitrator. In these circumstances, the Arbitration Application No.89 of 2025 is disposed of in the following terms :-

[A] Ms. Kainaz Irani, 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. The contact details of Ms. Kainaz Irani the Sole Arbitrator, are 3rd Floor, Techno Heritage Building, Above Axis Bank, Ahead of Milan Coffee House, Nagindas Master Road, Fort, Mumbai-01 (Mobile No.9819301839 Email Id: advkainaz@gmail.com).

[B] A copy of this order will be communicated to the learned Sole Arbitrator by the Advocate 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 Advocate for the Applicant 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 Arbitration Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondents;
- [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 schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;
- [E] The fees of the learned Sole Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018. 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.

[F] All issues on merits are kept open to be agitated before the Tribunal.

[G] The arbitration shall be held at Mumbai.

BHARAT
DASHARATH
PANDIT

[GAUTAM A. ANKHAD, J.]

Digitally signed by
BHARAT
DASHARATH
PANDIT
Date: 2025.10.03
19:28:04 +0530