
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.107 OF 2025

Tata Motors Finance Limited
Versus
Prashad Transport & Ors.

....Applicant
...Respondents

Ms. Akshita Jain *i/b I.V Merchant & Co, Advocate for Applicant.*

None for the Respondent.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 18, 2025

ORDER :

1. Leave to amend the name of the Applicant to “*Tata Capital Limited*” in terms of the draft amendment handed in. Amendment to be carried out forthwith in front of the Associate. Re-verification is dispensed with.

2. 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 a Loan Cum Hypothecation Cum Guarantee Agreements dated April 27 2019, April 29 2019, July 11 2022, July 14 2019, July 19 2022, July 21, 2022 and July 26, 2022, , July 28 2022, (“*Agreements*”). The arbitration agreement is contained in Clause 21 of the Agreements. In

the interest of brevity, the same is not being reproduced here. Suffice it to say that the matter falls within the jurisdiction of this Court.

3. The Applicant has invoked arbitration on July 21, 2023, to which there is no reply. It is seen from the record that the Applicant has filed a service affidavit, which demonstrates service on the Respondent. Despite service, none appears for the Respondent. Consequently, no useful purpose would be served in keeping this Application any further.

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*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.

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

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*

connection with the aforesaid Agreement to arbitration by a Sole Arbitrator.

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

A] Presolv360, an independent online dispute resolution institution is directed to appoint a Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above and administer the same;

B] The contact particulars of the Director, Presolv360 are set out below:-

Email id : info@presolv360.com

Contact No. : +91-9820167337

Address : 1st Floor, Esperanca Building,
Shahid Bhagat Singh Road,
Colaba, Mumbai – 400 001.

Website : www.presolv360.com

C] A copy of this Order will be communicated to Presolv360 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 Presolv360 along with a copy of this Order;

D] It is clarified that Presolv360 being an ODR

institution, all proceedings will be conducted online through electronic mode, unless otherwise agreed between the appointed Arbitrator and the parties, with appropriate notification to the administration of Presolv360.

E] The administration of Presolv360 is requested to appoint an independent arbitrator in compliance with the Act and its own rules consistent with the Act as soon as possible and in any event within a period of two weeks from receipt of a copy of this Order;

F] 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 administration of Presolv360 and any other particulars as reasonably requested by the administration. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

G] All arbitral costs and fees of the arbitration 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; and

H] The seat of the arbitration shall be deemed to be the same as the seat discernible from the Agreement while the arbitration shall primarily be conducted online.

7. 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.

8. 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.]