

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

[COMMERCIAL DIVISION]

COMMERCIAL ARBITRATION APPLICATION NO.173 OF 2024

Aditya Birla Finance Ltd.

.. Applicant

Vs.

Coronation Infrastructure Pvt. Ltd.

.. Respondent

Mr. Vishal Maheshwari, Advocate, i/by VM. Legal, for the Applicant.

None for the Respondent.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 3RD OCTOBER 2025.

P.C. :

1. The Applicant has filed this Arbitration Application under Section 11 of the Arbitration and Conciliation Act, 1996 (“the Act”) seeking appointment of a Sole Arbitrator. The parties have executed two Loan Agreements, both dated 15th November 2018. It is the Applicant’s case that the Respondent has defaulted in the repayment of the loans. The Applicant has issued a demand notice on 22nd December 2022 and thereafter invoked arbitration on 25th March 2023. The arbitration agreement is at clause 12N at page 64 and clause 23.16 at page 104 of the Application respectively. Despite service, there is no response/denial to the Applicant’s invoking arbitration notice. It is in this backdrop that the present Application has been filed.

2. I have heard Mr. Vishal Maheshwari, learned counsel for the Applicant. He tenders an affidavit-of-service dated 16th March

2024 proving service of this Application upon the Respondent. He also tenders an affidavit-of-service dated 7th November 2024 to demonstrate that the Respondent has been intimated in the past about the dates of the hearing. Both these affidavits are taken on record and marked “X” and “X-1”, respectively, for identification.

3. I have perused this Commercial Arbitration Application. No one appears for the Respondent despite service. I find that there is an arbitration clause as pointed out by Mr. Maheshwari in the above Loan Agreements. The arbitration has been validly invoked by the Applicant vide its Advocate’s notice of 25th March 2023. There is no denial to the notice invoking arbitration dated 25th March 2023. There is no reply to this Commercial 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 aforesaid Loan Agreements. 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.

4. Being satisfied that an arbitration agreement is in existence and that the arbitration has been duly invoked, I refer all disputes and differences between the parties under the above Loan Agreements to arbitration by a Sole Arbitrator. In these circumstances, the Commercial Arbitration Application No.173 of 2024 is disposed of in the following terms :-

- [A]. Smt. Anuja Prabhudessai, a former Judge 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 Mrs. Anuja Prabhudessai, the Sole Arbitrator, are “*Off.Add. : 106, Arcadia Building, NCPA Marg, Nariman Point, Mumbai-400021, E-mail : justiceanujaprabhudessai@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.
- [F]. All issues are kept open to be agitated before the Tribunal.
- [G]. The arbitration shall be held at Mumbai.

[GAUTAM A. ANKHAD, J.]