

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

COM. ARBITRATION APPLICATION NO. 175 OF 2024

Siemens Financial Services Private Limited ...Applicant

Versus

Bangera Products Private Limited ...Respondent

WITH

COM. ARBITRATION APPLICATION NO. 194 OF 2024

Siemens Financial Services Private Limited ...Applicant

Versus

Bangera Products Private Limited ...Respondent

Ms. Diksha Tripathi i/b India Law LLP for Applicant.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JANUARY 22, 2025

PC :

1. Considering that the parties in both the captioned Applications made under Section 11 of the Arbitration and Conciliation Act, 1996 ("***the Act***") are the same, it would be appropriate to make both the references to arbitration to the same arbitral tribunal appointed hereby.

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2. This Application seeks to refer disputes and differences between the parties to arbitration, pursuant to the Finance Agreement dated February 22, 2021, under which certain assets had been financed. It is seen from the record that the parties had engaged in discussion for recovery of the amount and upon failure to service the indebtedness owed to the Applicant, arbitration was invoked by the Applicant pursuant to the arbitration agreement contained in clause 15(e) from page 42 of the Application.

3. The Affidavit of service found on the record demonstrates the service of these proceedings on the Respondent. Despite the matter being listed twice in the course of last year, the Respondent has not entered appearance.

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4. This Application seeks to refer disputes and differences between the parties to arbitration pursuant to the Finance Agreement dated 22nd April 2022, under

which certain assets had been financed. It is seen from the record that the parties had engaged in discussion for recovery of the amount and upon failure to service the indebtedness, arbitration was invoked by the Applicant pursuant to the arbitration agreement contained in clause 16(e) from page 62 of the Application.

5. Affidavit of service found on the record demonstrates the service of these proceedings on the Respondent. The Respondent has not entered appearance here too.

6. Having reviewed the material on record with the assistance of Learned Counsel for the Applicant, I see no useful purpose being served by keeping this Application pending any further on the docket of this Court. Consequently, both these Applications are ***finally disposed of*** by making both references under the two aforesaid agreements to a Learned Sole Arbitrator in the following terms :

[A] Ms. Naira Jeejeebhoy, an 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 official 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 Advocates 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 Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent;

[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;

[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.

7. 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.]