
IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.266 OF 2024

Infrastructure Design Consultants Pvt. Ltd. ...Applicant
Versus
Reliance Infrastructure Ltd. ...Respondent

Mr. Pramod Bhosle *i/b. Devika Nigade, Advocate for Applicant.*

Ms Siddhi Vora, *Advocate for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : FEBRUARY 14, 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 that are said to have arisen between the parties under an agreement dated December 28, 2018. The arbitration agreement is contained in Clause 26 (found at Page 89 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. Invocation of the arbitration was effected by way of a notice dated December 19, 2019. The Respondent replied to the Invocation Notice on January 17, 2020 where the Respondent recommends the names of multiple retired Judges and the Senior Counsels as the arbitrator.

3. A short point in the objection raised by the Respondent is that this Application would be hit by limitation. It is seen that the Respondent having replied on January 17, 2020, the period of limitation for approaching this Court would have to be counted from that date excluding the period excluded by suo moto Writ Petition No.1 of 2020 of the Supreme Court, which excluded the period between March 15, 2020 and February 28, 2022. This Application has evidently been made within a period of three years from the reply to the invocation notice. Consequently, it would not be possible to hold that the Application was filed beyond limitation.

4. Learned Counsel for the Respondent submits that the applicant has been forum shopping by going to multiple other forums including the MSME Council. These are not facets that the Section 11 Court can deal with. It is for the Respondent to take up these issues before the arbitral tribunal hereby appointed. In any case, *prima facie*, no prejudice has been caused to the Respondent since the arbitration has till date not even been started.

5. In these circumstances, this Application is ***finally disposed of*** sending the parties to conduct arbitral proceedings before the Arbitral Tribunal appointed hereby in the following terms :-

A] Ms Karishma Rao, 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. The Learned Arbitrator's details are as follows :-

Office Address :- 11C, 1st Floor, Examiner Press Building,
Dalal Street, Fort, Mumbai 400 001.

Email :- karishma01@gmail.com

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 today. The Application 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;

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.

6. 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.

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.]