

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO.445 OF 2024

M/s Sap Infra Technologies Pvt. Ltd.	Applicant
Versus	
M/s Voltas Limited	Respondent

Mr. Suraj Kaushik, Advocate for Respondent.

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : SEPTEMBER 25, 2025

ORDER :

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 six Work Orders dated February 2, 2020, June 12, 2020 & January 28, 2020 (***“Agreements”***). The arbitration agreements are contained in Clause 13 of the Agreements. In the interest of brevity, the arbitration agreements are not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. The sole grievance of the Respondent is that the service of the invocation notice is defective inasmuch as it was served on the Project Manager and not on the Respondent. Be that as it may, a reply from the Respondent forms an integral part of the record and there is no

evidence of quarrel about the existence of the arbitration agreement. The response indicates the stance that there is an absence of any dispute that is worthy of being referred to the arbitrator.

3. Today, Learned Counsel for the Respondent has instructions to state that leaving all contentions open, including his grievance about defect in service of the invocation notice, the Respondent would be willing to proceed before a Sole Arbitrator instead of a three-member Arbitral Tribunal that the parties had agreed upon in the arbitration clause. Since the parties have agreed to proceed before the sole arbitrator, leaving all contentions open, the Arbitral Tribunal is appointed in the following terms :-

A] Ms. Kainaz Irani, a 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;

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3rd Floor, Above Axis Bank,
Ahead of Milan Coffee House,
Nagindas Master Road,
Fort, Mumbai – 400 001.

Email id :- advkainaz@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 the date of upload of this order. 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.

4. 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.

5. 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.]