

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

COMM. ARBITRATION APPLICATION (L) NO. 6325 OF 2025
ALONGWITH
COMM. ARBITRATION PETITION NO. 50 OF 2025

Tata Motors Finance Limited ...Applicant

Versus

Dhanaji Kamble and Anr. ...Respondents

Mr. Gaurav Jangle a/w *Mr. Akshita Jain i/b I.V. Merchant and Company for the Applicant.*
None for the Respondents.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : MARCH 24, 2025

PC :

1. Commercial Arbitration Application (L) No. 6325 of 2025 is an Application under Section 11 of the Arbitration and Conciliation Act, 1996 (*“the Act”*) while Commercial Arbitration Petition No. 50 of 2025 is a Petition under Section 9 of the Act. It is seen from the affidavit of service that service has indeed been effected. Consequently, no useful purpose would be served in keeping this Application pending on the docket of this Court any further.

2. 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 Supreme Court’s decision rendered by a seven-judge Bench in the *Interplay*

Judgement¹ followed by multiple others, including **SBI General²** and **Patel³** 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.

3. 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 connection with the Agreements covered by this Application to arbitration by a Sole Arbitrator.

4. Consequently, this Application is ***finally disposed of*** in the following terms:-

A] The disputes and differences covered by this Application are hereby referred to the Mumbai Centre for International Arbitration (<https://mcia.org.in>), in terms of its Institutional Arbitration Rules, to appoint an appropriate 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] A copy of this Order will be communicated to the

¹ In Re: Interplay Between Arbitration Agreements under the Arbitration and Conciliation Act, 1996 and Stamp Act, 1899 - (2024) 6 SCC 1

² SBI General Insurance Co. Ltd. Vs. Krish Spinning - 2024 SCC OnLine SC 1754

³ Ajay Madhusudan Patel Vs. Jyotrindra S. Patel - 2024 SCC OnLine SC 2597

Mumbai Centre for International Arbitration by the Advocates for the Applicant 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 Centre 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 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 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.

5. In Commercial Arbitration Petition No. 50 of 2025, an order was passed on January 22, 2025 which came to be amended and modified by Speaking to Minutes of order by an order dated January 30, 2025. In these circumstances, an extension of two weeks' time is granted to approach the Learned Court Receiver to intimate the reliefs granted by the order dated January 22, 2025.

6. Both the proceedings are *finally disposed of* in the above terms. The Arbitral Tribunal shall take over the Section 9 proceedings as if they were proceedings under Section 17 of the Act and issue such directions as being necessary in the course of conduct of the proceedings.

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.]