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

COMM. ARBITRATION PETITION NO. 52 OF 2025

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TATA Motors Finance Limited

...Petitioner(s)

Versus

Malayalam Vehicles India Private Limited
& ors,

...Respondent(s)

Mr. Gaurav Jangle *a/w. Nidhi Mistry and Hrishikesh Rajeshirke i/b I.V. Merchant & Co., for Petitioner.*

Mr. Dushant Krishnan, *for Respondents.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : March 25, 2025

P. C.

1. This is a Petition under Section 9 of the Arbitration and Conciliation Act, 1996 (*“the Act”*).

2. Learned Counsel for the Respondents submits that Respondent No. 2 and 3 three are guarantors. Each of them is covered by a distinct Deed of Guarantee with a distinct arbitration clause. The arbitration clause contained in the guarantee executed by Respondent No. 2 provides to arbitration to be held in Chhattisgarh whereas the arbitration agreement governing the guarantee issued by Respondent No. 3 provides for arbitration in Mumbai.

That apart, Learned Counsel submits that although the Section 9 Petition was filed in August last year, till date arbitration has not been invoked.

3. In these circumstances, it was put to the Learned Counsel for the Respondents that the parties could proceed to arbitration forthwith and if he is able to confirm Respondent No. 2 could also be covered by the same arbitration that would fall within the territorial jurisdiction of this Court. Towards this end, he seeks time to take instructions. Consequently, the matter be stood to *April 27, 2025*, on the *Production Board*, under the caption “*Directions*”.

4. 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.]