

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

COMMERCIAL ARBITRATION PETITION NO. 845 OF 2024

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Terrago Logistics Pvt. Ltd.

... Petitioner

Vs.

Mahindra and Mahindra Financial
Services Ltd.

.. Respondent

Mr. Abraham Fernandes *i/b Adv. Meghna Talwar, for Petitioner.*
Mr. Nilesh Mandavkar *i/b Mrs. Anjana Mishra, for Respondent.*

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : November 10, 2025

Order :

1. This is a Petition under Section 14 of the Arbitration and Conciliation Act, 1996 ("***the Act***"). The fundamental basis of the Petition is that the arbitrator in question has been unilaterally appointed. The unilateral appointment is admitted. Learned Advocate for the Respondent has no quarrel with substitution of the arbitrator in exercise of powers under Section 14 of the Act. Consequently, an arbitral tribunal shall be constituted substituting the arbitrator in the following terms :

A] Presolv360, an independent online dispute resolution institution is directed to appoint a sole arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in

connection with the Agreement referred to above and to administer the same;

B] The contact particulars of the Director, Presolv360 are set out below:-

Email id : info@presolv360.com
Contact No. : +91-9820167337
Address : 1st Floor, Esperanca Building,
Shahid Bhagat Singh Road,
Colaba, Mumbai – 400 001.
Website : www.presolv360.com

C] A copy of this Order will be communicated to Presolv360 by the Advocates for the Petitioner within a period of one week from the date on which this order is uploaded on the website of this Court. The Petitioner shall provide the contact and communication particulars of the parties to Presolv360 along with a copy of this Order;

D] It is clarified that Presolv360 being an ODR institution, all proceedings will be conducted online through electronic mode, unless otherwise agreed between the appointed Arbitrator and the parties, with appropriate notification to the administration of Presolv360.

E] The administration of Presolv360 is requested to appoint an independent arbitrator in compliance with the Act and its own rules

consistent with the Act as soon as possible and in any event within a period of two weeks from receipt of a copy of this Order;

F] 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 administration of Presolv360 and any other particulars as reasonably requested by the administration. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

G] All arbitral costs and fees of the arbitration 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; and

H] The seat of the arbitration shall be deemed to be the same as the seat discernible from the Agreement while the arbitration shall primarily be conducted online.

2. 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.

3. It is for the arbitrator to decide as to how to carry the matter forward including directing filing of fresh pleadings if the arbitrator so desires.

Finally, disposed of.

4. In view of the disposal of the proceedings, attendant Interim Applications, if any, also stand *disposed of*

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.]