

rajshree

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
ARBITRATION PETITION NO.616 OF 2025**

Fagioli S P A .. Petitioner  
vs.  
Express Global Logistics Pvt. Ltd. & Anr... Respondents

Mr.Vikramaditya Singh (VC) a/w Bhavesh Paithane i/b Ashwin Kapadnis for the Petitioner.

Ms.Ridhi Nyati a/w Isha Sawant and K. Bhavsar for the Respondent.

**CORAM : BHARATI DANGRE, J**

**DATE : 19<sup>th</sup> DECEMBER, 2025**

**P.C.**

1 The Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996, seek interim reliefs pending invocation of arbitration proceedings and the relief sought is by way of injunction for freezing the bank accounts of Respondent No.2 (J V Company between the Petitioner and Respondent No.1), and for appointment of the Court Commissioner to preserve the equipments (tower sections) leased by the Petitioner to Respondent No.2 by visiting the locations and taking custody of the same if it is found to be necessary.

2 I have heard the respective counsel for the Parties.

The Parties share a business relationship which is clearly expressed through various Agreements which includes the Shareholder's Agreement as well as the Share Purchase Agreement, Asset Purchase Agreement as well as Lease Agreement.

The dispute having been arisen between the Parties, Respondent No.1- Express Global Logistics Pvt. Ltd., instituted a Commercial Suit on the Ordinary Original Civil Jurisdiction of this Court, with reference to various Agreements entered between the Parties, seeking declaration/specific performance as well as mandatory and permanent injunction against Defendant Nos.1 and 2, declaration being specifically sought that they are in the breach of the obligations as per various Agreements entered and the Plaintiff also sought specific performance of the obligations under various Agreements.

In the Suit so filed, the Defendant- Fagioli S.P.A. (present Petitioner) has filed an Application under Section 8 in the wake of the existence of the arbitration agreement contained in the Agreements and with an objection being raised that the dispute must be referred to arbitration.

The Application is pending for consideration.

3 During the course of hearing of the Petition where the Petitioner has sought interim measures seeking temporary injunction restraining the Respondents from creating any third party interest in the machinery/assets and equipments leased as well as appointment of the Court Commissioner to take possession of the assets, a consensus is arrived that since the relationship

between the Parties has emerged through various Agreements, all the disputes can be collectively referred for arbitration.

The learned counsel for Respondents has no difficulty in permitting the Petition filed under Section 9 of the Act of 1996 to be treated into Application under Section 17 and the reliefs sought therein to be placed before the learned Arbitrator upon his appointment.

4 It is not in dispute that the mode of resolution of disputes arising between the Parties is prescribed to be arbitration and since there is consensus expressed that these disputes shall be referred to a sole Arbitrator, hence, I pass the following order :

A] Justice Adarsh Kumar Goyal (Former Judge of Supreme Court of India), is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and difference between the parties arising out of and in connection with Share Purchase Agreement dated 27/12/2022, Asset Purchase Agreement dated 30/12/2022, Shareholders' Agreement dated 11/01/2023, Memorandum of Understanding dated 11/01/2023, Equipment Lease Agreement dated 20/10/2023, Loan Facility Agreement of January 2024, Equipment Lease Agreement dated 01/04/2024 alongwith addendum dated 16/09/2024.

The Parties are also at liberty to refer to any other Agreement executed between themselves, if they are of the view that dispute between them also arises out of the said Agreement and upon such a request being made, the learned Arbitrator is at liberty to consider the same.

The office address of the Arbitrator is as under :-

Office Address :- C-2/24, Ground Floor, Safdarjung Development Area, New Delhi – 110 016.

B] A copy of this Order will be communicated to the Learned Sole Arbitrator 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 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 by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E] The sole Arbitrator shall be entitled to the fees as decided by him.

4 The proceedings filed under Section 9 in form of Arbitration Petition is permitted to be converted under Section 17, with an additional pleadings permitted to be filed, at the discretion of the sole Arbitrator.

5 All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed hereby.

6 Arbitration Petition stand disposed of.

**[BHARATI DANGRE, J]**