

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.73 OF 2025

Nawazuddin N Siddiqui
Versus
Niharika Entertainment

....Applicant
....Respondent

Ms Drishti Khurana *i/b. Atif Shaikh, Advocate for Applicant.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 15, 2025

PC :

1. It is seen from the record that the agreement between the parties is dated February 27, 2023. The arbitration agreement sought to be relied on is an arbitration clause contained in a tax invoice dated January 25, 2025. However, the invocation notice is also dated January 25, 2025.

2. Learned Counsel for the Applicant explains this by saying that the dispute only relates to this last invoice and past invoices have been paid. However, since the arbitration clause depended upon is a clause contained in this invoice and the date of invoice and the date of invocation are the same, in my opinion, it would be appropriate to call for the earlier invoices to examine whether the invoice sought to be

relied upon in this Application is consistent with the invoices raised from time to time under the agreement. It would be necessary to do so to examine the implications of Section 7 read with Section 11(6A) of the Arbitration and Conciliation Act, 1996.

3. In these circumstances, liberty to bring on record all past invoices and correspondence between the parties until January 25, 2025. Let such affidavit be filed no later than May 6, 2025.

4. Stand over to ***May 7, 2025***.

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.]