

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

ARBITRATION APPLICATION NO.239 OF 2025

Tata Capital Ltd.,	]	
Lower Parel, Mumbai	]	.. Applicant
Vs.		
1. Unnati Trading Company,	]	
Chembur, Mumbai	]	
Through Kashyap Deepak Shukal	]	
2. Drashti Kashyap Shukal,	]	
Ghatkopar, Mumbai	]	.. Respondents

Ms. Benedicta Lobo with Ms. Mahtab Katariya, Advocates, i/by
Katariya Law Associates LLP, for the Applicant.

None for the Respondents.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 30TH SEPTEMBER 2025.

P.C. :

This Arbitration Application is filed under section 11 of the Arbitration and Conciliation Act, 1996 (“the Act”) seeking appointment of an Arbitrator in connection with disputes that have arisen between the parties under the Loan Agreement-cum-Guarantee Agreement (Channel Finance) dated 30th September 2023 and the Master Terms and Conditions (Applicable to Channel Finance) dated 31st December 2018 and 17th November 2023 (“said Agreements”). The arbitration agreement is at clauses 12, 23 and 29 of the above Agreements at pages 49, 80 and 143 respectively of the Arbitration Application. Suffice it to say that this matter falls within the jurisdiction of this Court. Ms. Lobo, learned counsel for the Applicant submits that in response to the notice invoking arbitration dated 2nd June 2025, the Respondents have not denied the existence of the arbitration

clause. An affidavit of service dated 12th August 2025 to prove the service of this Application is also filed by the Applicant. The same is taken on record and marked as 'X' for identification.

2. I have perused the notice invoking arbitration dated 2nd June 2025 as also the response of the Respondents' Advocate on 20th June 2025. There is no specific denial of the arbitration agreement by the Respondents. The Respondents have denied the contentions on merits and have called upon the Applicant to return the cheques deposited with the Applicant as security to discharge the loan liability. There is no specific denial by the Respondents on the existence of the arbitration clause.

3. I have perused the paper-book. There is no reply to the notice invoking arbitration dated 2nd June 2025. There is no reply to the Arbitration Application as well. The existence of the arbitration agreement is not in dispute. I am satisfied that there is an arbitration agreement in existence for adjudication of disputes that arise under the above Agreements. It is settled law as held by the Hon'ble Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re* (2024) 6 SCC 1 and followed in subsequent judgment in the case of *SBI General Insurance Company Vs. Krish Spinning*, (2025) 3 SCC (Civ) 567 that the Section 11 Court ought to confine itself only to the examination of the existence of an arbitration agreement.

4. Being satisfied that an arbitration agreement is validly in existence and that the 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 aforesaid agreement to a Sole

Arbitrator. I refer all disputes and differences between the parties under the above Agreements to arbitration by a Sole Arbitrator. Ms. Lobo, the learned counsel for the applicant fairly submits that she is not pressing the argument that the appointment ought to be made by the Applicant-Company. In these circumstances, the Arbitration Application No.239 of 2025 is disposed of in the following terms :-

- [A]. Mr. Jamsheed Master, learned Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the agreement referred to above. The contact details of Mr. Jamsheed Master, the Sole Arbitrator, are “Office Address : Lentin Chambers, 1st Floor, Dalal Street, Fort, Mumbai-400001, Mobile No.9820840010, E-mail : Masterjamsheed@gmail.com”.
- [B]. A copy of this order will be communicated to the learned Sole Arbitrator by the Advocate for the applicant within a period of one week 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 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 Advocate 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 Arbitration Application and a copy of the same shall be furnished by the Advocate 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 schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;

[E]. The fees of the learned Sole Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.

[F]. All issues on merits are kept open to be agitated before the Tribunal.

[G]. The arbitration shall be held at Mumbai.

5. Arbitration Application No.239 of 2025 is disposed of in the above terms.

[GAUTAM A. ANKHAD, J.]