

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

ARBITRATION APPLICATION NO.243 OF 2025

IIFL Home Finance Limited	]	
(Formerly : India Infoline Housing Finance Ltd.)	]	.. Applicant
<i>Versus</i>		
1. Sanjay Chhaganlal Soni	]	
2. Neha Arun Arolkar	]	.. Respondents

Mr. Nikhil Rajani with Mr. Ajay Deshmane, Advocates, i/by
V. Deshpande & Co., for the Applicant.

None for the Respondents.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 30TH SEPTEMBER 2025.

P.C. :

1. 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 the disputes that have arisen between the parties under the Loan Agreement dated 28th February 2023 (for Rs.83,35,355/-), Loan Agreement dated 28th February 2023 for (Rs.23,48,655/-) and Loan Agreement dated 25th March 2023 for (Rs.22,45,243/-). The arbitration agreement is contained at clause 9 of the above Loan Agreements.

2. Mr. Nikhil Rajani, learned counsel for the applicant invites my attention to the notice of invocation of arbitration dated 7th March 2025 and 26th April 2025. He submits that there is no reply to these notices invoking arbitration or to this Arbitration Application.

3. I have perused the paper-book. There is no denial to the

notices invoking arbitration dated 7th March 2025 and 26th April 2025. There is no reply to the Arbitration Application as well. The existence of the arbitration agreement is not in dispute.

4. 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 restrict itself to examine 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, I refer all disputes and differences between the parties under the above Loan Agreements to arbitration by a Sole Arbitrator. Mr. Nikhil Rajani, the learned counsel for the applicant fairly submits that he is not pressing the argument that the appointment ought to be made by the applicant-Company. In these circumstances, the Arbitration Application No.243 of 2025 is disposed of in the following terms :-

[A]. Ms. Mansi Kaku, a 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 Ms. Mansi Kaku, the Sole Arbitrator, is "Chamber Nos.2 & 7, 2nd Floor, Unit 10/A, Kala Ghoda Buildings – Bhadekaru Co-op. Premises Society Ltd., 59, Dr. V.B.

Gandhi Marg, Next to Rhythm House, Mumbai – 400 023 and her e-mail id is “mansikaku001@outlook.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. All arbitral costs and fees of the Arbitral Tribunal 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.

[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.243 of 2025 is disposed of in the above terms.

[GAUTAM A. ANKHAD, J.]