

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 470 OF 2025**

King Transport Company .. Applicant
Versus
Mahindra Logistics Ltd .. Respondent
...

Mr. Lokesh Pawaskar with Abhinav Mathur i/b Chir Amrit Legal LLP for the applicant.

Mr. Vivek Patil i/b Vivek Patil and Associates for the respondent.

CORAM: BHARATI DANGRE, J.

DATED : 19th DECEMBER, 2025

P.C:-

1 The Agreement between the applicant King Transport Company and Mahindra Logistics Ltd, dtd 5/1/2018, determine the relationship between the parties, and by the agreement, asit was agreed to engage the services of King Transport Co, referred to a 'Business associate' for vehicle hiring cum transportation services by providing vehicles, drivers, etc, for the purpose of provision of transportation services by Mahendra Logistics Ltd, to its customer on a non-exclusive basis.

2 The agreement in detail, set out the terms including the obligations cast on the respective parties and it also contained the guidelines for effecting the services.

The agreement also contemplate that in case of dispute arising between the parties, in connection with the agreement, an attempt shall be made to resolve the same, but if it could not be so done, then, it would be referred to arbitration to be conducted as per the Arbitration and Conciliation Act. Though the clause provided that the Sole Arbitrator shall be appointed by Mahendra Logistics, the respective counsel being conscious of the legal position, do not emphasis on the said clause.

3 Pursuant to the agreement being entered between the parties, several invoices were raised right from 2018, since as per the claimant, it had diligently and faithfully performed its obligations and rendered its services from 5/1/2028 strictly in accordance with the terms of the Agreement and there was no complaint ever raised or objection as regards the client services. However, the dispute arose in the year 2019 and repeated communications were exchanged between the parties. Ultimately on 5/9/2025, the Arbitration was invoked by the petitioner, requesting the dispute to be taken to arbitration.

The counsel for the respondent do not dispute that the arbitration was invoked and would submit that a reply was also forwarded to the said notice, but he would submit that the claims that are sought, are right from the year 2018, and they may be time barred. However, from the notice invoking arbitration, it may be eminently seen that the communications were exchanged between the parties, and it cannot be said that

prima facie the dispute is a deadwood or a badly time barred claim. Upon the arbitrator being appointed, it is permissible for the respondent to raise this point of limitation which shall be determined upon an application being preferred under Section 16 as a preliminary point of determination.

4 With this understanding, since the respective counsel are at ad idem that the dispute must go to the Sole Arbitrator and they have mutually agreed for the name of Mr.Rohan Savant as a Sole Arbitrator.

A] **Mr. Rohan Savant**, an Advocate of this Court is hereby appointed as the Sole Arbitrator to adjudicate upon the disputes and difference between the parties arising out of an in connection with the Agreement referred to above. The contact details of the arbitrator are as under :-

Office Address :- 62, Ali Chamber, 5th floor,
Tamarind Lane, Kala Ghoda,
Fort, Mumbai 400001.
Mobile No.:9833126212

Email ID : rohanranjitsavant@gmail.com

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 Arbitral Tribunal on such date and at such place as indicated and shall 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 prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

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

Arbitration Application stand disposed of.

(BHARATI DANGRE, J)