
**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMM. ARBITRATION APPLICATION NO. 97 OF 2025**

Worldline India Private Limited ...Applicant

Versus

Zatpat Technologies Private Limited & ...Respondent
Ors.

Mr. Rohan Cama, a/w Mr. Amit Jajoo, Anamika Singh,
Dr. Vedant Chhajed and Kritika Garg i/b Indus Law, for
the Respondent No.1.

*Advocate for the Respondents appeared but appearance
not given.*

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : APRIL 3, 2025

PC :

1. This Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("***the Act***"), seeking appointment of an arbitrator in connection with disputes and differences that are said to have arisen between the parties under an agreement dated May 24, 2024. The arbitration agreement is contained in Clause 14.2 (found at Page No.54 of the Petition). In the interest of brevity, the arbitration agreement is not being extracted here. Suffice it to say that this matter falls within the jurisdiction of this Court.

2. The Applicant invoked arbitration on October 24, 2024, to which there is no reply. After filing of this Application, the Respondent has raised disputes about the existence of the arbitration agreement.

3. After the matter was argued for some time, Learned Counsel for the parties submit that the parties are willing to proceed to arbitration leaving all contentions on merit open including whether the person who has signed the agreement was authorized to sign it or whether the header in the documents purporting to be a draft for discussion was an inadvertent mistake or it was meant that the agreement was perpetually to be a draft without binding the parties despite being signed. Needless to say, the Act requires the Arbitral Tribunal to have regard to the custom and usage of trade in the business that the parties are involved in.

4. In these circumstances, this Section 11 Application is hereby ***finally disposed of***, in terms of the following order:

A] Mr. S.C. Gupte, a former Judge 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;

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the

Applicant within a period of one week from today. 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 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, to obtain appropriate directions with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

E] 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.

5. Needless to say, nothing contained in this order is an expression of an opinion on merits of the matter or the relative strength of the parties. All issues on merits are expressly kept open to be agitated before the arbitral tribunal appointed hereby.

6. 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.]