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Date: 2025.11.27 18:48:00
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
IN ITS COMMERCIAL DIVISION
COMMERCIAL ARBITRATION APPLICATION NO.594 OF 2025

Ensepatec India Private Limited .. Applicant

Versus

Ducon Infratechnologies Ltd. & Ors. .. Respondents

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Ms.Ruchika Dave with Mr.Harshal Tupe (through VC) i/b YNZ
Legal for the Petitioner.

Vibha Juris Consult for the Respondent.

CORAM: BHARATI DANGRE, J.

DATE : 27th NOVEMBER, 2025

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P.C:-

1. Heard the learned counsel appearing for the respective parties in Section 11 Application, seeking appointment of an Arbitrator.

The Dispute Resolution clause in form of clause 36 in the Purchase Order, clearly provide that the parties shall endeavour to settle all disputes and differences relating to and/or arising out of the order amicably. The aggrieved party not satisfied with the dispute resolution through mutual discussion, may proceed with arbitration conducted in accordance with the Indian Arbitration and Conciliation Act, 1996.

2. The learned counsel for the Respondent makes a categorical statement that some talks/discussion was initiated between the parties, but it is not yet concluded.

The learned counsel for the Applicant would, however, express that the talks initiated did not fructify and there is no chance of the same being resulting into settlement. However, by way of last chance, I deem it appropriate to grant two weeks time to the parties to resolve the dispute amicably

3. List on **12th December, 2025**. To be listed on Supplementary Board.

(BHARATI DANGRE, J.)