

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION (L) NO.14775 OF 2025
WITH
COMMERCIAL ARBITRATION PETITION NO.435 OF 2025
(NOT ON BOARD)

Meroform India Pvt. Ltd.

....Applicant

Versus

Tata Projects Limited & Anr.

...Respondents

Mr. E.A. Sasi *a/w. Bhagyashri Mangale, Advocate for Applicant.*

Ms. Sushma Nagaraj *a/w. Ms Vibhuti Keny, Shreya Singhi & Ms
Adyasha Das i/b. Sushma Nagaraj, Advocates for Respondent.*

CORAM: SOMASEKHAR SUNDARESAN, J.

DATE : JUNE 30, 2025

ORDER :

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 a Work Order dated September 29, 2023. The arbitration agreement is contained in Clause 41 (Found at Page No.40 of the Application) of the General Conditions of Contract. 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. Learned Counsel for the Respondent submits that she has instructions to proceed to arbitration in view of the existence of the arbitration clause without pressing the objection based on territorial jurisdiction as raised earlier. In these circumstances, she submits that since the objection is now rendered infructuous, by consent the seat of arbitration may be in Mumbai and the parties may proceed to arbitration before a Learned Sole Arbitrator.

3. Commercial Arbitration Petition No.435 of 2025 is a Petition under Section 9 of the Act. Although not listed on Board today, by consent of parties, taken on Board and converted into an application under Section 17 of the Act for due consideration by the Learned Arbitral Tribunal appointed hereby.

4. In these circumstances, both the Section 11 Application and the Section 9 Petition, by consent are *finally disposed of*, in terms of the following order:

A] Mr. Surel Shah (Email id : surelshah@yahoo.co.in), a senior 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;

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 the date of upload of this order. 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;

1. 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.]