

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

ARBITRATION PETITION NO. 73 OF 2025

Ashok Rajkumar Gupta & Ors. ...Petitioners
Vs
Godrej Finance Limited ...Respondent

WITH
INTERIM APPLICATION NO. 1390 OF 2025
IN
ARBITRATION PETITION NO. 73 OF 2025

Ashok Rajkumar Gupta & Ors ...Applicants

In the matter between :

Ashok Rajkumar Gupta & Ors. ... Petitioners
Vs
Godrej Finance Limited ...Respondent

Mr. Devang Manjrekar a/w. *Deshna Parikh*, for Petitioners/Applicants.

Ms. Karen D'souza i/b *Sangra & Associates* for the Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

Date : June 11, 2025

P. C.

1. This Petition has been filed under Section 37 of the Arbitration and Conciliation Act, 1996 ("***the Act***") challenging an interim order dated September 14, 2024 passed by the Learned Arbitral Tribunal.

2. Learned Counsel for the Respondent submits that the appointment of the arbitrator is not unilateral. Towards this end, she would submit that

there was no response to the invocation notice and therefore, the Respondent was entitled to appoint an arbitrator. Evidently, such a process would inexorably demonstrate unilateral appointment of the arbitrator. Consequently, neither the interim order dated September 14, 2024 nor the arbitral proceedings can be sustained since it is evident that the arbitrator was appointed unilaterally.

3. Learned Counsel for the parties jointly submit that they would be willing to start afresh with a Court-appointed arbitrator to conduct the arbitration proceedings. However, the parties are unable to arrive at a consensus on the identity of the arbitrator. Consequently, they left it to the Court to appoint an arbitrator without the need of filing a separate Application under Section 11 of the Act. Consequently, this Petition is ***finally disposed of*** in the following terms :

A] Mr. Udayan Shah, 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;

Office Address :- 9B, Samata Building, JB Marg,
Mantralay, Mumbai-400 021.

Email ID: udayan.sh@gmail.com

B] A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Petitioners within a period of one

week from the date on which this order is uploaded on the website of this Court. The Petitioners 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.

4. 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.

5. 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.]