

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
ORDINARY ORIGINAL CIVIL JURISDICTION  
IN ITS COMMERCIAL DIVISION  
INTERIM APPLICATION NO. 3200 OF 2025  
IN  
ARBITRATION PETITION NO. 501 OF 2024  
AND  
INTERIM APPLICATION NO. 3202 OF 2025  
IN  
ARBITRATION PETITION NO. 501 OF 2024

Tata Capital Limited ...Applicant

*Versus*

Baghel Stone Crusher ...Respondent

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**Mr. Nikhil Mehta, for the Applicant.**

**Mr. Kehsav Borhade, for Respondent.**

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**CORAM : SOMASEKHAR SUNDARESAN, J.**

**DATE : OCTOBER 10, 2025**

**ORDER :**

1. Interim Application No.3200 of 2025 seeks withdrawal of the amount deposited, subject to such security as the Court may direct while Interim Application No.3202 of 2025 seeks substitution of the arbitrator, since the arbitral tribunal appointed on August 30, 2024 has recused from the matter.

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signed by  
ASHWINI  
JANARDAN  
VALLAKATI  
Date:  
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Ashwini Vallakati

2. As it is evident that the arbitrator has recused, the substituted arbitrator is hereby appointed in the following terms:-

A) Mr. Siddharth Wakankar, 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;

Email ID: [sewakankan@gmail.com](mailto:sewakankan@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 of upload of this order. 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 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.

3. As regards, a request for withdrawal of the amount deposited along with accruals thereon by providing a full unconditional bank guarantee in accordance with the rules of this Court, the amount

deposited in the Court may be so withdrawn. The invocation of the bank guarantee shall abide by the instructions to be issued by the Learned Arbitral Tribunal hereby appointed pursuant to this order.

4. Both the Applications are ***finally disposed of***.

5. All contentions on merits are kept open. It is stated that arbitration has not commenced as yet despite the tribunal having been constituted in 2024. The parties may address the substitute arbitrator on all facets, including facets of the Section 9 Petition, which stood converted into an Application under Section 17 of the Act. It shall be completely open to the Learned Arbitral Tribunal to modify, vacate and enhance or vary the interim arrangement obtaining as of today.

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.]**