



**IN THE JUDICATURE OF HIGH COURT AT BOMBAY
BENCH AT AURANGABAD**

930 ARBITRATION APPLICATION NO. 54 OF 2025

Shyam Ratnakar Dode

VERSUS

Diamond Aluminium Pvt. Ltd. Through Its Directors
Shiekh S. Sheik Chand And Others

...
Advocate for Applicant : Mr. H. S. Adwant h/f Mr. Shrikant Vishnupant Adwant
Advocate for Respondents No.2 and 3 : Mr. Muthiyan Namit Sunil

...

CORAM : ARUN R. PEDNEKER, J.

Dated : March 25, 2026

PER COURT :

1. Heard.

2. The learned Counsel for the applicant submits that agreements dated 01/07/2021 and 01/08/2021 were executed between the respondent company and the applicant. It is submitted that respondents Nos. 2 and 3 were the Directors of the respondent company and had executed the said agreements on behalf of the company. According to the applicant, disputes have arisen out of the said agreements.

3. It is further submitted that Clause 6 and Clause 12 of the respective agreements provide for settlement of disputes through arbitration. The said clauses read as under :

“Any dispute arising between the parties will be settled amicably through arbitration.”

4. The learned Counsel for the applicant submits that a notice was issued to the respondents calling upon them to make payment of the outstanding

amount, failing which arbitration would stand invoked.

5. The learned Counsel appearing for the respondents submits that respondents Nos. 2 and 3 had acted only in their capacity as Directors of the respondent company and not in their individual capacities. It is therefore submitted that they are not parties to the agreements in their personal capacity and hence are not necessary or proper parties to the present proceedings. It is also submitted that there is no existing dispute as contemplated under the arbitration clause and that only in the event of a dispute arising between the parties, the matter would be required to be referred to arbitration.

6. In reply, the learned Counsel for the applicant submits that even if respondents Nos. 2 and 3 are not parties to the agreements in their individual capacity, the dispute arising under the agreements between the applicant and the respondent company is liable to be referred to arbitration.

7. Having perused the agreements and the notice issued by the applicant, this Court finds *prima facie* that disputes have arisen between the parties and that the non-signatory parties joined to the application are *prima facie* veritable parties to the contract. The agreements also contain an arbitration clause, and the notice appears *prima facie* to have been issued for invoking arbitration.

8. In view of the same, the matter deserves to be referred to arbitration. It is clarified that this Court has not expressed any final view regarding the joinder of the non-signatory parties as veritable parties, and the said observation is only for the limited purpose of referring the dispute to the Arbitrator. All contentions of the parties are kept open.

9. Considering the same, this Court deems it appropriate to exercise powers under Section 11(6) of the Arbitration and Conciliation Act for appointment of an Arbitrator.

10. Mr. Justice S. V. Gangapurwala (Retired) is appointed for Arbitration of the disputes between the parties. Accordingly, the arbitration application is disposed of with following order :

a] **Appointment of Arbitrator :-**

Mr. Justice S. V. Gangapurwala (Retired) is appointed to act as sole arbitrator to adjudicate upon the disputes between the parties.

b] **Communication to Arbitrator of this order :**

(i) A copy of this order will be communicated to the learned Sole Arbitrator by the Advocates for the applicant within one week from the date this order is uploaded.

(ii) In addition, within one week of this order being uploaded, the Registry will forward an ordinary copy of this order to the learned Sole Arbitrator at the following post and email addresses :

Arbitrator	:	Mr. Justice S. V. Gangapurwala (Retired)
Address	:	Govardhangir, Kharakuwa, Near Porwal Bhavan, Aurangabad.
Phone No.	:	9545111995
Email	:	sanjay.gangapurwala@gmail.com

c] **Disclosure :**

The learned Sole Arbitrator is requested to forward the necessary statement of disclosure under Section 11 (8) read with Section 12 (1) of the Arbitration Act to the Registrar of this Court, referencing this arbitration application, as soon as possible, and in any case sufficiently before entering upon the reference to arbitration. That statement will be retained by the Registrar on the file of this application. Copies will be given to both sides.

d] **Appearance before the Arbitrator :**

Parties will appear before the learned Sole Arbitrator on such date and at such place as the learned Sole Arbitrator nominates and the parties to obtain appropriate directions from the arbitrator in regard to fixing a schedule for completing pleadings, etc.

e] **Contact / communication information of the parties :**

Contact and communication particulars are to be provided by both sides to the learned Sole Arbitrator within one week of this order being uploaded. The information is to include a valid and functional email address.

f] **Section 16 application :**

The respondent is at liberty to raise all questions of jurisdiction within the meaning of section 16 of the Arbitration Act. All contentions are

left open.

g] **Interim Application/s :**

(i) Liberty to the parties to make an interim application or interim applications including (but not limited to) interim applications under Section 17 of the Arbitration & Conciliation Act, 1996 before the learned Sole Arbitrator.

(ii) Any such application will be decided in such manner and within such time as the learned Sole Arbitrator deems fit.

h] **Fees :**

As per the Arbitration and Conciliation Act.

i] **Sharing of costs and fees :**

As per the Arbitration and Conciliation Act.

j] **Venue and seat of arbitration :**

Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

All the contentions of the parties are kept open to be urged before the learned Arbitrator.

(ARUN R. PEDNEKER, J.)

vj gawade/-.