IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

Arbitration Petition No. 113 of 2026

Kamalasha Infrastructure & Engineering ... Petitioners
V/s.
M/s. Neel Kanth Enterprises Prop ... Respondent

Mr. Vishal Tambat (through V.C.) a/w. Ms. Chaitali Bhogle	Advocate for the Petitioners.
Mr Vinod P. Sangvikar a/w. Ms. Sanika Said, Ms. Varsha Yadav and Ms. Saima Shaikh	Advocate for the Respondent.

CORAM : S.M. MODAK, J

DATE : 16th October 2026.

P.C. :

1. Heard learned Advocate Tambat for the Petitioner and learned Advocate Vinod Sangvikar for sole Respondent.

2. There is no dispute about the arbitration clause No.R in the Petty Contract Work Order for electrical works under Firozabad District Agra Zone of Uttar Pradesh dated 16th January 2023. Clause No.R consists of sub-clause Nos. (a) to (h). Mr. Tambat is insisting upon the wordings of Clause No.(d) whereas Mr. Sangivkar is insisting upon the wordings of Clause No.(b). They reads thus:

(b) Any dispute or difference of any kind whatsoever

LATA SUNIL PANJWANI Digitally signed by LATA SUNIL PANJWANI Date: 2026.10.19 18:25:50 +0530

arising between the parties in connection with or arising out of the scope of this agreement or the sub-contract works shall in the first instance be resolved by discussion between the authorised representatives of both parties. In the event, the parties fail to arrive at any amicable settlement then such disputes or differences shall be referred to the Managing Director of KIEPL whose decision shall be final and binding upon both the parties.

(d) The arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996 including all amendments from time to time. The decision of the Arbitral Tribunal shall be final and binding upon both the parties.

3. It is true as per Clause No.(b) prior to referring the dispute to Arbitrator there has to be discussion amongst the representatives of both the parties and in case of failure to arrive at amicable settlement, then the differences shall be referred to Managing Director of the Petitioner company. Whereas Clause No. (d) talks about the remedy in case amicable settlement is not arrived at. In that case Arbitrator has to be appointed by every party and both of them will appoint 3rd Arbitrator.

4. Already the Petitioner has issued a notice dated 15th February

2026 (Page No.31) thereby invoking the arbitration clause. It is not replied. So this Court feels that earlier stages of interaction and settlement through the representative have come to an end. The petition under Section 11 is properly filed.

5. Everyone has to suggest one name and both will appoint the 3rd Arbitrator. Considering the amount involved in this dispute, this Court feels that only one Arbitrator will be appointed. Hence, the following order is passed:

ORDER

A) Advocate Jayant D. Jaibhave is appointed as the Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out and in connection with the the matter referred above;

Office address :- Suvichar Bungalow, Plot No.46-A
Old Pandit Colony, Nashik 422002.
Email id : - adv.jayantjaibhave@gmail.com
Contact No. - 9822391039

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 uploading 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 as per the Schedule.

F) The place of sitting will be at Nashik.

6. Arbitration Petition is disposed of.

(S.M. MODAK, J.)