

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

ARBITRATION PETITION NO. 3 OF 2026

M/S Millennium Developer Through Its Partners ...Petitioner
Mr.Sachin Srichand Kukreja

Versus

Chandrakant Baburao Bhumkar ...Respondent

Mr. Shubham K. Wadne, for the Petitioner.

None for Respondent.

CORAM : SOMASEKHAR SUNDARESAN, J.

DATE : February 25, 2026

ORDER :

1. This Petition 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 an agreement dated March 10, 2021 (***“Agreement”***). The arbitration agreement is contained in Clause 10 of the Agreement (found at Page No. 33 of the Petition). 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. The Petitioner has invoked arbitration on October 10, 2025 to

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which there has been no response. Service affidavit dated February 21, 2026 is taken on record. Despite service, none appears for the Respondent. The existence of the arbitration agreement is not in dispute. No useful purpose would be served by keeping this matter pending any further on the docket of this Court. It is seen from the record that the Petitioner has already nominated an arbitrator as seen in the invocation notice dated October 10, 2025. The Respondent has not nominated his nominee arbitrator.

3. At the request of the Petitioner, the Respondent is given one more opportunity to confirm whether the arbitrator nominated by this Court as the second arbitrator could act as a Sole Arbitrator, in which event, the arbitration shall be conducted by such arbitrator appointed by this Court acting as a Sole Arbitrator. If the Respondent does not agree, the arbitrator nominated by this Court shall be the second arbitrator. The two arbitrators shall appoint the third and presiding arbitrator.

4. The scope of review under Section 11 is explicitly set out in Section 11(6A) of the Act. It is now trite law, with particular regard to the Supreme Court's decision rendered by a seven-judge Bench in the ***Interplay Judgement***¹ followed by multiple others, including ***SBI***

1 In Re: Interplay Between Arbitration Agreements under the Arbitration and

General² and **Patel³** that the Section 11 Court ought not to venture beyond examining the existence of a validly existing arbitration agreement that has been formally executed. Even questions of existential substance is a matter that falls squarely in the domain of the arbitral tribunal, in view of Section 16 of the Act.

5. Being satisfied that an arbitration agreement is validly in existence, and that arbitration has been duly invoked, it is in the fitness of things to appoint a nominee arbitrator on behalf of the Respondent.

6. In these circumstances, Mr. Mihir Naniwadekar, a learned advocate of this Court (Email: mihir.naniwadekar@protonmail.com; and Address: office-1202, Bhushan, Mayur Colony, Kothrud, Pune – 411 038) is hereby nominated as the arbitrator on behalf of the Respondent (or with consent, as the Sole Arbitrator) leaving it to these two arbitrators to select the third arbitrator who shall act as a presiding arbitrator.

7. The Petition is ***finally disposed of*** in the aforesaid terms.

8. A copy of this Order will be communicated to the nominee Arbitrator by the Advocates for the Applicant within a period of one

Conciliation Act, 1996 and Stamp Act, 1899 - (2024) 6 SCC 1

2 SBI General Insurance Co. Ltd. Vs. Krish Spinning - 2024 SCC OnLine SC 1754

3 Ajay Madhusudan Patel Vs. Jyotindra S. Patel - 2024 SCC OnLine SC 2597

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

9. 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.

10. 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.]