AGK

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

ARBITRATION APPLICATION NO.475 OF 2026

Kotak Mahindra Bank Limited … Applicant

V/s.

Rajendra Prasad Durgaprasad Modi … Respondent

ATUL GANESH KULKARNI

Digitally signed by ATUL GANESH KULKARNI
Date: 2026.10.15 18:12:38 +0530

Ms. Bijal Gogri i/by GNP Legal for the Applicant.

CORAM : AMIT BORKAR, J.

DATED : OCTOBER 15, 2026

P.C.:

1. The present Application has been filed under Section 11 of the Arbitration and Conciliation Act, 1996 ("the Act"), seeking the appointment of an Arbitrator for adjudication of the disputes and differences stated to have arisen between the parties under Cardholder Agreement of the Bank with MITC dated 1 August 2023, a copy of which is at pages 26 to 95 of the Application. The arbitration agreement between the parties is contained in Clause 32.2 of the said Agreement, a copy whereof is placed at pages 77 and 78 of the Application. In the interest of brevity, the said arbitration clause is not reproduced herein. It would suffice to observe that the present Application falls within the jurisdiction of this Court.

2. The record indicates that the Applicant invoked the arbitration agreement by issuing a notice dated 11 April 2025, a copy of which is at pages 98-99 of the Application.

3. Upon perusal of the material placed on record, it is evident that the arbitration agreement has been duly invoked by the Applicant.

4. This Court is satisfied that a valid and subsisting arbitration agreement exists between the parties and that the said agreement has been duly invoked. It would, therefore, be appropriate to refer the disputes and differences arising out of or in connection with the aforesaid Cardholder Agreement of the Bank with MITC dated 1 August 2023 to the arbitration before a Sole Arbitrator.

5. In the aforesaid circumstances, the present Application under Section 11 of the Act, is deserved to be disposed of in terms of the following order:

A) Ms. Mehak Shah, an 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:- C/o. Naushad Engineer, Senior Advocate, 1D/E, Lentin Chambers, Dalal Street, Fort, Mumbai 400 001.

Email: mehaksshah00@gmail.com

Contact No. 90043 75111

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. The Applicant 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 Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Applicant and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent;

D) The parties shall appear before the Learned Sole Arbitrator on such date and at such place as may be indicated by the Learned Sole Arbitrator, for obtaining appropriate directions with regard to the conduct of the arbitral proceedings, including fixing the schedule for filing of pleadings, examination of witnesses, if any, and dates of hearing. At such meeting, the parties shall furnish to the Arbitral Tribunal valid and functional email addresses, together with the mobile and landline telephone numbers of their respective Advocates. Communications sent to the said email addresses shall constitute valid service of correspondence in connection with the arbitral proceedings.

E) The costs and fees of the arbitration proceedings, including the fees payable to the Arbitral Tribunal in accordance with Schedule IV of the Arbitration and Conciliation Act, 1996, shall, in the first instance, be borne equally by the parties. The said apportionment shall,

however, remain subject to and shall abide by the final Award that may be passed by the Arbitral Tribunal in relation to the costs of the arbitration.

6. The Learned Sole Arbitrator shall be at liberty to adjudicate upon the claims and counterclaims, if any, and to determine all questions relating to merits, in accordance with law.

7. 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.

8. The Commercial Arbitration Application stands disposed of in above terms.

(AMIT BORKAR, J.)