AGK

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

COMM ARBITRATION APPLICATION NO.649 OF 2026

ATUL GANESH KULKARNI

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Date: 2026.10.14 19:08:04 +0530

Vardhman Transport Co. … Applicant

V/s.

ACC Cement … Respondent

Mr. Samarth Jaidev i/by Mr. Saurabh Deorukhkar for the Applicant.

Ms. Shweta Jaydev with Ms. Pooja Vasandani and Ms. Urvi Gupte for the Respondent.

CORAM : AMIT BORKAR, J.

DATED : OCTOBER 14, 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 Agreements dated 4 January 2024 and 20 May 2024, copies of which are at pages 26 to 58 of the Application. The arbitration agreement between the parties is contained in Clause 16 of the said Agreement dated 4 January 2024 and Clause 23 of Annexure III of the Agreement dated 20 May 2024, at pages 33 and 54 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 10 February 2026, a copy of which is at pages 121 to 124 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 Agreements dated 4 January 2024 and 20 May 2024 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) Hon'ble Mr. Justice Manoj Sanklecha, (Retired) 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:- 311, Churchgate Chambers, Thakersey Road, New Marine Lines, Behind Aaykar Bhavan, Mumbai 400 020

Email: manojssanklecha@gmail.com

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;

E) 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.

F) All arbitral costs and fees of the arbitration and of the Arbitral Tribunal shall be borne by the parties equally in the first instance. The same shall, however, remain subject to any

final Award that may be passed by the Arbitral Tribunal in relation to costs.

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.)