

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

ARBITRATION APPLICATION NO. 31 OF 2026

Kotak Mahindra Bank Ltd. **...Applicant**
V/s.
Mrs. Shweta Krishnakant Baviskar & Ors. **...Respondents.**

Mr. Rahul Karnik, Advocate for Applicant.
None for Respondents.

CORAM: GAUTAM A. ANKHAD, J.
DATED: 27 APRIL 2026.

P.C.:

1) By an order dated 12th March 2025, the Registry was directed to issue fresh notice to the Respondents. The record shows that the Application has been served on the Respondents.

2) This Application is filed by the Applicant seeking an appointment of the Arbitrator in terms of the Master Facility Agreement dated 13th August 2014 executed by Respondent nos. 1 and 2 as the borrowers of the Master Facility Agreement ("Master Facility Agreement"). Respondent nos. 3 and 4 are the Guarantors who have executed the Deed of Guarantee dated 13th August 2014 in favour of the Applicant Bank ("Deed of Guarantee"). The arbitration agreement between the Applicant and

Respondent nos. 1 and 2 under the Master Facility Agreement is at clause 11.11. Similarly, there is an arbitration agreement between the Applicant and Respondent nos. 3 and 4 under the Deed of Guarantee which is at clause 28 of said document.

3) Mr. Karnik, learned Advocate for the Applicant states that since the claim amount is less than Rs. 20 Lakhs, the Debt Recovery Tribunal shall not have jurisdiction to entertain the claim *qua* the guarantors.

4) I have perused the record and find that the Applicant had disbursed a loan to the Respondents. Some amounts were initially repaid by Respondents and thereafter, defaults were committed by Respondent nos. 1 and 2. The Applicant issued a statutory demand notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act) dated 16th February, 2017 calling upon the Respondents to make payment of the outstanding amounts. Since the amounts were not paid, some properties were sold. The present claim pertains to the recovery of balance amounts from the Respondents. Having perused the record, I find that there is an arbitration agreement between the parties. Since Respondent Nos. 3 and 4 are guarantors, they are integrally connected with the said dispute and all the disputes under the Master Facility Agreement and the Deed of Guarantee can be referred to a sole Arbitrator. The Applicant has invoked

arbitration on 8th May 2023. There is no dispute/denial to this invocation or to the contents of the aforesaid notice. In these circumstances, Arbitration Application No. 31 of 2026 is disposed of in the following terms :

[A]. Mr. Vishal Pattabiraman, learned 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 said Agreement referred to above. The contact details of Mr. Vishal Pattabiraman, the sole Arbitrator, are “Office Address : C/o Senior Advocate Mr. Simil Purohit. 504/505, 5th floor, Gundecha Chamber, Nagindas Master Road, Opp. Milan Cafe, Fort, Mumbai 400001; Mob. No. 9773430457, E-mail : vishalpattabiraman@gmail.com”.

[B]. A copy of this order will be communicated to the learned sole Arbitrator by the advocate for the Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. 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 Advocate 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 Arbitration

Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondent;

- [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 schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;
- [E]. The fees of the learned sole Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- [F]. All issues, claims and counterclaims are kept open to be agitated before the Tribunal.
- [G]. The arbitration shall be held at Mumbai.

[GAUTAM A. ANKHAD, J.]