

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

COMMERCIAL ARBITRATION APPLICATION NO.135 OF 2026

Sunil Hitech Engineers Limited	
through its Liquidator Anil Menezes	Applicant
V/S	
Larson & Toubro Limited	Respondent

**WITH
INTERIM APPLICATION (L) NO.6117 OF 2026
IN
COMMERCIAL ARBITRATION APPLICATION NO.135 OF 2026**

Sunil Hi-tech Engineers Limited	
through its Liquidator Anil Menezes	Applicant
IN THE MATTER BETWEEN	
Sunil Hi-tech Engineers Limited	
through its Liquidator Anil Menezes	Applicant
V/S	
Larson & Toubro Limited	Respondent

Mr. Nirman Sharma with Mr. Dhurpad Vaghani, Ms. Gayatri Mohite and Mr. Ashwath Reddy i/b Anchorstone Legal *for the Applicant.*
Mr. Amir Arsiwalla with Ms. Riya Pichaya i/b Indialaw LLP *for Respondent.*

**CORAM : SANDEEP V. MARNE, J.
DATE : 1 APRIL 2026.**

P.C.:

1. This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for appointment of an

Arbitrator for adjudication of disputes and differences that are said to have arisen between the parties under General Conditions of Contract dated 25 November 2009, Special Conditions of Contract dated 25 November 2009 and Letter of Intent dated 6 January 2000.

2. As the hearing of the Application progressed, Mr. Arsiwalla, the learned counsel appearing for Respondent does not seriously dispute existence of arbitration agreement between the parties. He however submits that the Petitioner's Interim Application for amendment of Section 11 Application cannot be granted in absence of any evidence of the actionable claim involved in the arbitral proceedings forming part of assets of the Applicant, which are sold in liquidation. In my view, this issue needs to be left open to be decided by the Arbitral Tribunal. In a limited remit of enquiry under Section 11 of the Arbitration Act, the Reference Court is required to examine only *prima facie* existence of the arbitration clause. Since this Court is satisfied about existence of arbitration agreement, it would be just and proper to constitute the Arbitral Tribunal. Though the arbitration clause envisages appointment of three-member Arbitral Tribunal, the learned counsel appearing for parties have fairly agreed for appointment of a sole Arbitrator.

3. Accordingly, I proceed to pass the following order:

A) Shri Justice S.C. Gupte, Former Judge of this Court is hereby appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Contracts and

Letter of Intent referred to above. The contact details of the learned sole Arbitrator are as under:

Office Address: 43, Free Press House, 4th Floor,
215, Free Press Journal Marg,
Nariman Point, Mumbai – 400 021.
Mobile No: 98210 10104
Email ID: guptesc@gmail.com

B) A copy of this order be communicated to the learned sole Arbitrator by the Advocate for the Applicant within a period of one week from the date of uploading of this order. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal alongwith 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 Arbitration 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 by him, to obtain appropriate direction with regard to conduct of the arbitration including fixing a schedule for pleadings, examination of witnesses, if any, schedule of hearings etc.

E) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance, and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

4. All the contentions of parties on merits including objection relating to locus of the Applicant to prosecute the claim, are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

5. With the above directions, Commercial Arbitration Application is **allowed and disposed of**. There shall be no order as to costs.

6. In view of disposal of the Commercial Arbitration Application, nothing survives in the Interim Application and the same is also accordingly **disposed of**.

(SANDEEP V. MARNE, J.)

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signed by
SUDARSHAN
RAJALINGAM
KATKAM
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