

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

COMMERCIAL ARBITRATION APPLICATION NO. 450 OF 2024

Mahindra And Mahindra Ltd

...Applicant

Versus

Maandeo Motors India Private Limited

...Respondent

\_\_\_\_\_  
Mr. Aditya Khandeparkar a/w Janhavi Patadia i/b Khandeparkar Law Office for  
the Applicant.

\_\_\_\_\_  
CORAM : ARIF S. DOCTOR, J.  
DATE : 5<sup>th</sup> FEBRUARY, 2026

P.C.

1. Heard Mr. Khandeparkar, learned counsel appearing on behalf of the Applicant, who at the outset points out that the Respondent has been duly served. He submits that the dispute and differences between the parties arise out of a Dealership Agreement dated 5<sup>th</sup> July, 2018, which is annexed as Exhibit 'A' to the Application.

2. Mr. Khandeparkar invites my attention to the Arbitration Clause contained in the said agreement, which reads thus;

*"45. ARBITRATION:*

*The Parties hereto ascribe to the principle that the expeditious and equitable settlement of disputes arising under this Dealer Agreement is to their mutual advantage and in their best interest. To this end, they therefore, agree to use their best efforts to resolve all differences of opinion and to settle all disputes arising in connection with this Dealer Agreement through cooperation and consultation.*

*However, in case any dispute cannot be settled amicably within a period of thirty (30) days after a written notice is served by either Party on the other, then such dispute shall be finally settled by a sole arbitrator appointed by the Company in accordance with the Arbitration & Conciliation Act, 1996. Arbitration proceedings shall take place in Mumbai. The award passed by the arbitrator shall be a reasoned award and be final and binding on the Parties. The arbitration proceedings shall be conducted and the award shall be stated in the English Language.*

*This section shall survive the termination or expiration of this Dealer Agreement.”*

3. Mr. Khandeparkar further invites my attention to page no. 29 of the Agreement to point out that the same has been duly executed by both the Applicant and the Respondent. He also draws my attention to page Nos.104, 112 and 114, which demonstrate that the Respondent has categorically acknowledged that certain amounts are outstanding, due and payable by the Respondent to the Applicant.

4. He then submits that despite such acknowledgment of liability, the Respondent failed to honour the same and, therefore, the Applicant, by its letter dated 22<sup>nd</sup> August, 2022, invoked arbitration. He points out that the said letter was duly received by the Respondent; however, no reply thereto was received.

5. In these circumstances, learned counsel seeks appointment of an Arbitrator to adjudicate the disputes and differences that have arisen between the parties.

6. Having heard learned counsel and having perused the Agreement, I am satisfied that the said Agreement contains a valid Arbitration Clause and that the Agreement has been duly executed by the parties. Furthermore, and

significantly, no Affidavit-in-Reply has been filed by the Respondent opposing the contentions raised in the Application. The record also shows acknowledgment by the Respondent of outstanding dues payable to the Applicant. No dispute is raised either with regard to the existence of the Agreement or the arbitrability of the disputes. In these circumstances, a case for appointment of an Arbitrator is clearly made out.

7. Hence, I accordingly appoint Justice Hemant Laxman Gokhale, Former Judge of Hon'ble Supreme Court to act as sole Arbitrator in the matter. The details of Justice Hemant Laxman Gokhale are as follows;

Name: Justice Hemant Laxman Gokhale

Contact: 9769305849

Email I.d.: gokhalehemantlaxman@gmail.com

Address: 24, Walchand Terraces, Tardeo Road, Mumbai-400 034.

8. The learned Arbitrator is requested to file an appropriate disclosure under Section 12(1) of the Arbitration and Conciliation Act, 1996 in the Registry of this Court.

9. The Application is accordingly disposed of in the aforesaid terms.

[ARIF S. DOCTOR, J.]