

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 227 OF 2026**

Tecpro Systems Limited	]	
(in liquidation),	]	
a company incorporated under the	]	
provisions of the Companies Act,	]	
having office at Unit No.2, 1st Floor,	]	
No.25 First Main Road, Gandhi	]	
Nagar, Adyar, Chennai 600 028	]	
through	]	
Mr. Ramachandran Subramanian,	]	
Liquidator of the Applicant	]	Applicant.

V/s

Reliance Infrastructure Limited	]	
(Formerly Reliance Energy Ltd.)	]	
a company incorporated under the	]	
Companies Act, 1956, having its	]	
registered office at Reliance	]	
Energy Centre, Santacruz (E),	]	
Mumbai - 400 055	]	 Respondent.

Mr. Akash Loya with Mr. Abhishek Bhaduri, Advocate for the Applicant.
None for the Respondent.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 5TH MAY 2026

P.C. :

1. The Applicant seeks appointment of an arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 for adjudication of disputes that have arisen between the Applicant and the Respondent. The Applicant is the Liquidator for Tecpro Systems Limited and has invoked arbitration. By an order dated 16th January 2020, the National Company Law Tribunal appointed the Liquidator and vested it with wide powers to initiate legal

action for recovery of monies due and payable to the Company in liquidation. The arbitration agreement is at Article 17 of the Purchase Order dated 7th November 2005. The arbitration was invoked by the Liquidator on 10th March 2022. There is no reply to the arbitration notice. It is the case of the Applicant that the claim is not time barred. Be that as it may, I am satisfied that the arbitration agreement exists between the parties and the same has been validly invoked. The Respondent had entered appearance in the matter when the restoration application was filed upon dismissal of earlier round of Section 11 Application. Mr. Akash Loya, learned Counsel for the Applicant submits that the Respondent has also been given notice of today's hearing by today's e-mail, a copy of which is tendered in Court.

2. It is settled law as held by the Hon'ble Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re (2024) 6 SCC 1* and followed in subsequent judgment in the case of *SBI General Insurance Company Vs. Krish Spinning, (2025) 3 SCC (Civ) 567* that the Section 11 Court ought not to venture beyond examining the existence of an arbitration agreement.

3. Being satisfied that an arbitration agreement is in existence and that the arbitration has been duly invoked, I refer all disputes and differences between the parties under the Purchase Order and the arbitration agreement

to arbitration by a sole Arbitrator. In these circumstances, the Commercial Arbitration Application No.227 of 2026 is disposed of in the following terms :-

[A] Mr. Justice Dhiraj Singh Thakur, former Chief Justice of Andhra Pradesh High Court is 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. The contact details of the learned Arbitrator, are “Flat No.202, Surabhi Co-operative Housing Society Ltd., Oshiwara, Jogeshwari (West), Mumbai 400 102 (Mobile No. 9419187734, E-mail ID:dsthakur.chambers@gmail.com)

[B] A copy of this order will be communicated to the learned 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 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 Respondents;

[D] The learned Arbitrator shall endeavour to hold a meeting for directions including through video-conferencing within 2 weeks of this order.

[E] The fees of the learned 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 contentions are kept open to be agitated before the Tribunal.

[G] The arbitration shall be held at Mumbai and may be held through hybrid mode as per the directions of the learned Arbitrator.

BHARAT
DASHARATH
PANDIT

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BHARAT
DASHARATH PANDIT
Date: 2026.05.07
11:29:19 +0530

[GAUTAM A. ANKHAD, J.]