

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

COMMERCIAL ARBITRATION APPLICATION NO.239 OF 2024

BHALCHANDRA
GOPAL DUSANE

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Date: 2026.06.16
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Nayara Energy Limited

.. Applicant

Vs.

M/s Guru Seva Fuels

.. Respondent

Ms. P.M. Bhansali, Advocate for Applicant.

None for Respondent.

CORAM : ARUN R. PEDNEKER, J.

DATE : 15th JUNE 2026.

P.C. :

1. Learned Counsel for the Applicant submits that the Applicant and the Respondent entered into an agreement dated 28th November 2016, and any disputes arising therefrom are required to be resolved through arbitration. In particular, Clause 21 of the Agreement dated 28th November 2016 provides for the resolution of disputes by way of arbitration. Clause 21 of the Agreement is as under:-

21. Dispute Resolution :

All disputes and differences of any nature whatsoever or any claim, cross claim, counter claim or any dispute arising under or out of this Agreement or any breach or alleged breach of any of the covenants thereof or as to the interpretation of any clause /provision of this Agreement shall be resolved through mutual discussion between the parties hereto, failing which the same shall be referred to and finally resolved by arbitration to be conducted in accordance with the provisions of the Indian Arbitration

and Conciliation Act, 1996, as amended. The arbitration panel shall consist of a sole arbitrator to be appointed by the Company. The arbitration proceedings shall be held in Mumbai and shall be conducted in the English language. The award rendered by the arbitration panel shall be final, conclusive and binding on all parties to this agreement and shall be subject to enforcement in any court of competent jurisdiction. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the disputing parties, unless the award otherwise provides."

2. Learned counsel for the Applicant submits that certain disputes have arisen between the parties and that a notice invoking arbitration was issued. The said notice was responded to by the Respondent on 26th September 2022. However, no compliance has been made pursuant thereto. Consequently, the disputes remain unresolved, and the present application has been filed under Section 11 of the Arbitration and Conciliation Act for the appointment of an arbitrator.

3. The Respondents have been served through private service at the address mentioned in the agreement. The notice invoking arbitration was also issued to the same address. A reply to the said notice was received from the learned Advocate appearing for the Respondent, wherein the very same address is reflected. Further, the postal tracking report evidences that the notice was duly served at the said address. In view of above, this Court

considers the service of notice to be valid and sufficient. In view of the same, this Court would pass the following order :-

ORDER

(A) **Ms. Dhruti Kapadia**, learned Advocate of this 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 Arbitrator are as under :-

Address : 513, Prospect Chambers,
Dr. D.N. Road, Opp. Petit Library,
Fort, Mumbai – 400 001

Mobile No. : 97570 95290
Email ID : kapadiadhruti@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates 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 along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) 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 Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) The parties shall appear before the learned sole Arbitrator on such date and at such place as indicated by her, 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. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(F) 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 issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

5. With the above directions, Arbitration Application stands disposed of accordingly.

[ARUN R. PEDNEKER, J.]