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

COMMERCIAL ARBITRATION APPLICATION (L) NO.16268 OF 2025
WITH
COMMERCIAL ARBITRATION PETITION NO.215 OF 2025

Tata Capital Limited

...Applicant/Petitioner

V/s.

Dadarwal Road Lines & Ors.

...Respondents

Mr. Saurabh Oka *for the Applicant/Petitioner.*

CORAM: SANDEEP V. MARNE, J.

DATED: 7 APRIL 2026.

P.C.:

1) These are proceedings filed under Sections 9 and 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for seeking interim measures before commencement of the arbitral proceedings and for appointment of an Arbitrator. The disputes and differences between the parties are said to have arisen out of Loan-cum-Hypothecation-cum-Guarantee and Fuel Loan Agreements.

2) I have heard Mr. Oka, the learned counsel appearing for the Applicant.

3) Previous arbitration proceedings have been conducted between the parties before the Arbitrator, unilaterally appointed by the Petitioner, which resulted into final Award dated 20 March 2024. However, considering the development of law on the subject of unilateral appointment of Arbitrator, the Petitioner has filed Commercial Arbitration Application (L) No.16268 of 2025 seeking appointment of Arbitrator.

4) In Commercial Arbitration Petition No.215 of 2025, which is filed under Section 9 of the Arbitration Act, this Court has already made ad-interim measures by order dated 27 March 2025 in terms of prayer clauses (a)(e)(h) and (i) of the Petition.

5) Office report received in companion Applications indicates that the Respondent(s) have refused to accept the Court notices. The Respondent (s) are thus duly served. They have not shown interest in appearing in any of the Applications/Petition.

6) Perusal of the Agreements indicates presence of arbitration clause No.23. This Court is thus satisfied that there is existence of arbitration agreement between the parties. In that view of the matter, it would be just and proper to constitute Arbitral Tribunal of a sole Arbitrator.

7) So far as Section 9 Petition is concerned, ad-interim measures granted vide order dated 27 March 2025 can be made absolute and operational during pendency of the arbitral proceedings.

8) I accordingly, proceed to pass the following order:-

(A) Ms. Savita S. Ganoo, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the concerned Loan-cum-Hypothecation-cum-Guarantee and Fuel Loan Agreements. The contact details of the Arbitrator are as under:-

Office Address:- Office No.19, first floor, Rohit Chambers, Janmabhoomi Marg, Fort, Mumbai-400 001.

Mobile No.:- 9820450243

Email id:- savitasadananda@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 Petitioner 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 Act to the parties within a period of 2 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 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.

(E) The fees of the sole Arbitrator shall be as prescribed under the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018 and the arbitral costs and fees of the Arbitrator shall be borne by the parties in equal portion and shall be subject to the final Award that may be passed by the Tribunal.

9) Ad-interim measures granted vide order dated 27 March 2025 shall continue to operate as interim measures pending arbitration and till making of the final Award. Petitioner would be at liberty to apply for further interim measures, if necessary, before the learned Arbitrator.

10) All contentions on merits are expressly kept open to be agitated before the learned Arbitrator appointed as above.

11) With the above directions, the Application and the Petition are **disposed of.**

[SANDEEP V. MARNE, J.]