

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

COMMERCIAL ARBITRATION PETITION NO. 789 OF 2024

Aditya Birla Finance Limited

...Petitioner

Versus

Birendra K Patel

...Respondent

Ms. Stephanie Pereira a/w Ms. Simran K. Raj i/b Tikshta Modi, for the Petitioner.

CORAM : ARIF S. DOCTOR, J.

DATE : 22nd JANUARY, 2026

P.C.

1. Today, this matter was heard substantially. When asked to point out the arbitration clause, learned counsel for the Petitioner has invited my attention to the relevant clause contained in the loan agreement, which reads thus:

"Settlement of Disputes

Any differences or disputes arising out of or in relation to the terms and conditions as contained herein, shall be settled amicably in the first Instance within --days from the date of notice/communication of the dispute/differences served by either party. Unresolved disputes or differences shall be referred to a sole Arbitrator, who shall be appointed by ABFL. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made thereunder and for the time being in force. The award of the Arbitrator shall be final, conclusive and binding on the parties. The venue of such arbitration proceedings shall be Mumbai and shall be conducted in the English language only."

2. On a query put to learned counsel as to whether the Petitioner had complied with the pre-condition contained in the aforesaid clause, namely, the attempt to amicably resolve the disputes in the first instance before invoking arbitration, learned counsel was unable to point out that this had been complied with. Hence, learned counsel sought time to take instructions.

3. Stand over to 23rd January 2026.

[ARIF S. DOCTOR, J.]