



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.16 OF 2026

Oriano Clean Energy Pvt. Ltd.

...Applicant

V/s.

RCCPL Private Limited

...Respondent

Mr. Prashant Trivedi *i/b. Mr. Vaibhav A. Gaikwad for the Applicant.*

Mr. Yatin R. Shah *for the Respondent.*

CORAM: SANDEEP V. MARNE, J.

DATED: 25 FEBRUARY 2026.

P.C.:

1) This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 for constitution of Arbitral Tribunal for adjudication of disputes and differences between the parties, which are said to have arisen under Contract dated 12 April 2019.

2) I have heard Mr. Trivedi, the learned counsel appearing for the Applicant and Mr. Shah, the learned counsel appearing for the Respondent.

3) Mr. Trivedi submits that the contract document dated 12 April 2019 contains following arbitration clause :-

15. ARBITRATION

Any dispute or difference arising out of this work order shall be discussed with us and shall try to reach an amicable settlement within a period of 15 days. If consensus could not be reached within this

period, then the matter shall be referred at Arbitration and conciliation Act 1996 (as may be amended from time to time) and the venue of Arbitration shall be at Mumbai. Mumbai.

Notwithstanding any concepts of the documents referred above, this work order shall be final and binding on and if any inconsistency, whatsoever, exist with any terms and conditions of this work order, then the conditions herein shall prevail.

4) Mr. Shah however, submits that the document relied upon by the Petitioner at Exhibit-F to the Petition is not the real contract. That the contractual relationship between the parties are governed by the Purchase Order dated 13 August 2019 produced alongwith the affidavit-in-reply. In the Purchase Order dated 13 August 2019, there is a separate arbitration clause, which reads thus:-

38. Arbitration

38.1 All disputes arising in connection with this PO shall be finally settled and governed by the provisions of Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of three arbitrators, one to be appointed by each party and the third arbitrator shall serve as a chairman. The award of the arbitral tribunal shall be final and binding on both parties.

5) Thus, the arbitration clause under the contract dated 12 April 2019 provides for conduct of arbitral proceedings at the venue of Mumbai whereas the arbitration clause in purchase order provides for the place for arbitration to be the District of the respective unit. The unit in the present case is located at Maihar in Madhya Pradesh. Mr. Shah would therefore submit that this Court does not have jurisdiction to decide Application under Section 11 of the Arbitration Act since the place of arbitration is at Maihar in Madhya Pradesh.

6) On the other hand, it is contended by the learned counsel appearing for the Applicant that the contract dated 12 April 2019 is the principal document executed between the parties, which provides for conduct of arbitration proceedings at Mumbai.

7) It thus, appears that multiple documents are executed between the parties for execution of same transaction. Both the contract documents as well as the Purchase Order contains arbitration agreement. Therefore, there is no dispute about existence of arbitration agreement between the parties. Now, there is only debate is about the place, at which arbitration proceedings are to be conducted. For some odd reasons parties have incorporated different arbitration agreements in the contract document and in the work order. However, perusal of subsequent agreement / contract executed on 25 April 2019, which are relied upon by the Respondent, it is seen that the contract document dated 12 April 2019 is also made part of subsequently executed contracts.

8) In the present case, parties have agreed for installation of Solar Energy based Captive Power Plant at Respondent's cement manufacturing plant located at Maihar, Madhya Pradesh. The agreement emanates between the contract executed between 12 April 2019. It may be that in pursuance of main contract dated 12 April 2019 subsequent Purchase Orders have been issued. However, there is nothing to indicate that work orders have novated / varied the terms of the contract document dated 12 April 2019. It is also seen that addresses of both the Petitioner and Respondent are indicated as Mumbai. Though Mr. Shah

now submits that the Respondent has relocated itself in Calcutta, this is a recent event. Otherwise parties have agreed for venue of arbitration to be at Mumbai vide Contract Document dated 12 April 2019. In the facts and circumstances of the present case, the Contract Document dated 12 April 2019 will have to be construed to mean as the mother agreement, which provides for venue of arbitration at Mumbai. In the light of this factual position, in my view parties are expressly agreed for conduct of arbitration at Mumbai. Mere specification of a different venue in the purchase order document would not interdict express agreement between the parties to arbitrate at Mumbai.

9) Since existence of arbitration agreement is not disputed and since this Court has arrived at a conclusion that venue of the arbitration would be at Mumbai, it would be just and proper to constitute Arbitral Tribunal of sole Arbitrator for conduct of arbitral proceedings at Mumbai. Accordingly, I proceed to pass the following order:-

(A) Mr. Yashodeep Deshmukh, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the concerned agreements/contracts. The contact details of the Arbitrator are as under :

Office Address:- 210, 2nd floor, Commerce House,
Nagindas Master Road, Fort,
Mumbai-400 001.

Mobile No.:- 7738520325

Email id:- ypdchambers@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 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 him, 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.

10) All rights and contentions of the parties are expressly kept open to be agitated before the Arbitral Tribunal.

11) With the above directions, the Application stands **disposed** of.

[SANDEEP V. MARNE, J.]