

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

ARBITRATION APPLICATION NO.64 OF 2026

Sai Industries	.. Applicant
Vs.	
High Rise MEP Services Pvt. Ltd.	.. Respondent

Mr. Suraj Kaushik, Advocate for the Applicant.

Mr. Ashok Kumar Ghosh, Representative of the Director of the Respondent-Company is present in Court.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 28TH APRIL 2026.

P.C. :

1. This Application is filed seeking appointment of an Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 (*“the Act”*) in relation to non-payment of amounts under the Work Order and/or Purchase Order dated 1st April 2022 (*“the Purchase Order”*) issued by the Applicant to the Respondent. The arbitration agreement is at Clause 17 of the Agreement. Some part-payment was made by the Respondent towards the invoices raised by the Applicant. However, the Respondent failed to pay the balance outstanding amount which resulted in issuance of a demand notice/ pre-arbitration notice dated 23rd January 2024. I am informed that

the mediation exercise was undertaken but the payments have not been made by the Respondent. Several reminders addressed by the Applicant to the Respondent for payment of the amounts. Finally, on 12th August 2024, the Applicant by his Advocate's letter invoked arbitration under clause 17 and called upon the Respondent to make the payments under the said Purchase Order dated 1st April 2022.

2. Mr. Ashok Kumar Ghosh, the representative of the Respondent is present in Court and submits that the Company has no funds to make the payments. On a query from the Court, he does not dispute or deny the contents in the Application and submits that the Respondent has no funds to pay to the Applicant. Be that as it may, I am satisfied that there is a valid arbitration agreement between the parties under the Purchase Order and that the same has been validly invoked by the Applicant through its Advocate's notice dated 12th August 2024. In view thereof, all disputes and differences between the parties under the Purchase Order and the consequential invoices raised thereunder are referred to arbitration in the following terms:-

[A]. "Presolv360", an independent online dispute resolution institution is directed to appoint a sole

arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above and administer the same;

[B]. The contact particulars of the Director, Presolv360 are set out below:-

Email id : info@presolv360.com

Contact No.: +91-9820167337

Address : 1st Floor, Esperanca Building, Shahid Bhagat Singh Road, Colaba, Mumbai – 400 001.

Website : www.presolv360.com;

[C]. A copy of this Order will be communicated to Presolv360 by the Advocates for the Petitioner within a period of one week from today. The Petitioner shall provide the contact and communication particulars of the parties to Presolv360 along with a copy of this Order;

[D]. It is clarified that Presolv360 being an ODR institution, all proceedings will be conducted online through electronic mode, unless otherwise agreed between the appointed Arbitrator and the parties, with appropriate notification to the administration of Presolv360;

[E]. The administration of Presolv360 is requested to

appoint an independent arbitrator in compliance with the Act and its own rules consistent with the Act as soon as possible and in any event within a period of two weeks from receipt of a copy of this Order;

[F]. The parties shall provide a valid and functional email address along with mobile and landline numbers of the respective Advocates of the parties to the administration of Presolv360 and any other particulars as reasonably requested by the administration. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration;

[G]. All arbitral costs and fees of the arbitration 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; and

[H]. The seat of the arbitration shall be deemed to be the same as the seat discernible from the Agreement while the arbitration shall primarily be conducted online.

3. Arbitration Application no.64 of 2026 is disposed of.

[GAUTAM A. ANKHAD, J.]

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