

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

ARBITRATION APPLICATION NO. 91 OF 2026

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Bharat Petroleum Corporation Ltd.

.. Applicant

Versus

M/s. Tanupam Fuels Station & Anr.

.. Respondents

Adv. S. R. Page a/w Adv. Ruchi Umrotkar for the Applicant.
None for the Respondents.

CORAM: FIRDOSH P. POONIWALLA, J.

DATE: APRIL 27, 2026

P. C.

1. This Application has been filed under the provisions of Section 11 of the Arbitration and Conciliation Act, 1996 ("the Act") seeking appointment of an Arbitrator under the Dispensing Pump and Selling license "A" Agreement dated 28th March, 2017 entered into between the Applicant and the Respondents ("the said Agreement").

2. The Arbitration Agreement is found in clause 19 of the said Agreement and reads as under :

19. a) Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of the Company against the Licensee or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitration of the Director (Marketing) of the Company or of

some Officer of the Company who may be nominated by the Director (Marketing). The licensee will not be entitled to raise any objection to any such Arbitrator on the ground that the Arbitrator is an Officer of the Company or that he has dealt with the matters to which the contract relates or that in the course of his duties as an Officer of the Company, he had expressed view on all or any other matters in dispute or difference. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Director (Marketing) as aforesaid at the discretion of the Director (Marketing) designate another person to act as Arbitrator in accordance with the terms of the agreement to the end and intent that the original Arbitrator shall be entitled to continue the Arbitration proceedings notwithstanding his transfer or vacation of Office as an officer of the Company if the Director (Marketing) does not designate another person to act as Arbitrator on such transfer, vacation of office or inability of original arbitrator. Such person shall be entitled to proceed with the reference from the point at which it was left by his predecessor. It is also a term of this contract that no person other than the Director (Marketing) of the Company or a person nominated by such Director (Marketing) as aforesaid shall act as arbitrator hereunder. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the agreement subject to the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder for the time being in force shall apply to the arbitration proceedings under this clause.

b) The arbitrator shall have power to order and direct either of the parties to abide by, observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference ie. dispute, before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Indian Arbitration & Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

c) The parties against whom the arbitration proceedings have been initiated, that is to say, the Respondents in the proceeding, shall be entitled to prefer a cross-claim, counter claim or set off before the Arbitrator in respect of any matter in issue arising out of or in relation to the Agreement without seeking a formal reference of arbitration to the Director (Marketing) for such counter-claim, cross claim, or set off and the Arbitrator shall be

entitled to consider and deal with the same as if the matters arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director(Marketing).

d) The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.

(e) The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims of cross claims of the parties.

(f) The arbitrator shall be entitled to direct any one of the parties to pay the costs to the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportion to meet the arbitrators expenses whenever called upon to do so.

(g) The parties hereby agree that the courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the Sole Arbitrator hereunder shall be filed (if so required) in the concerned courts in the city of Mumbai only."

3. Thereafter, certain disputes have arisen between the parties as demonstrated by the Notice dated 25th March, 2025 invoking Arbitration.
4. On account of these disputes, the Applicant invoked arbitration by the said Notice dated 25th March, 2025. The Respondents have not replied to the said Notice invoking arbitration dated 25th March, 2025.
5. In these circumstances, the Applicant has filed the present application seeking appointment of an Arbitrator to arbitrate upon the disputes arising between the parties under the said Agreement.

6. The Respondents, though served, have not appeared before this Court. The learned Advocate for the Applicant has filed an Affidavit of Service dated 5th January, 2026 proving service of this Application upon the Respondents.

7. The said Agreement contains an arbitration clause as set out herein above. Further, as is clear from the Notice invoking the arbitration, certain disputes have arisen between the parties. The Applicant has invoked the arbitration clause in the said Agreement by Notice dated 25th March, 2025. The Respondents have not agreed to the appointment of an Arbitrator. In these circumstances, in my view, an Arbitrator will have to be appointed to arbitrate upon the disputes arising between the parties under the said Agreement.

8. Accordingly, the following order is passed.

a) Mr. Rohan Rajadhyaksha, an Advocate practising in this Court, is appointed as an Arbitrator to arbitrate upon the disputes arising between the parties under the Dispensing Pump and Selling license "A" Agreement dated 28th March, 2017. The contact details of Mr. Rohan Rajadhyaksha are as under :

Email- Rohan5484@gmail.com

Address- 415-416, 4th Floor, Yusuf building, 43, M.G. Road, Flora Fountain, Mumbai-01.

Mob. No.- 9820307784

b) Within one week of the uploading of this Order, the Office of the Prothonotary and Senior Master of this Court shall inform the Arbitrator about this appointment.

c) Further, within one week of the uploading of this Order, the Advocates for the Applicant shall also inform the Arbitrator about his appointment.

d) Within one week of him being intimated about his appointment, the Arbitrator shall make the disclosure as required under the provisions of the Act.

e) The Arbitrator shall charge fees as per the Rules framed by this Court in this regard.

9. Arbitration Application is disposed of in the aforesaid terms. There will be no order as to costs.

[FIRDOSH P. POONIWALLA, J.]