

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 520 OF 2025

Bansal Steel Traders

.....APPLICANT

: **VERSUS** :

Rohidas Haribhau More and Anr.

....RESPONDENT

Mr. Sangram Parab with Mr. Arpit Solanki i/b M/s. Integrum Legal for the Appellant.

CORAM : SANDEEP V. MARNE, J.

DATED : 17 JANUARY 2026.

P.C :

1) This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for appointment of Arbitrator for adjudication of disputes and differences between the parties arising out of a Memorandum of Understanding (**MOU**) dated 6 February 2020.

2) I have heard Mr. Parab, the learned counsel appearing for the Applicant. The Applicant has served the Respondents with private service. However, on account of non-appearance by the Respondents, this Court issued Court notices vide order dated 11 December 2025. Office Report indicates that Court notices have been served on the Respondents on 12 January 2026. However, none appears on behalf of the Respondents.

3) I have gone through the MOU dated 6 February 2020 which contains following Arbitration Clause:

13. That any dispute or difference, which may arise between the parties or their representatives regarding the settlement through this Memorandum of Understanding or any amendment, made thereafter shall be referred to the sole arbitrator mutually decided by them and the provisions of Arbitration and Conciliation Act 1996 including its statutory modifications and re-enactment shall be applicable. The decision or award of the sole arbitrator shall be final and binding on both the sides.

4) In the light of express agreement between the parties to resolve the disputes through the mechanism of arbitration, it would be just and appropriate to appoint an Arbitrator for adjudication of disputes arising out of MOU dated 6 February 2020. It appears that the MOU was executed at Pune and Clause-10 of the MOU provides for jurisdiction of Courts at Pune. It would therefore be appropriate to appoint Arbitrator from Pune for adjudication of disputes. It would be for the Applicant to request the learned Arbitrator to permit it to appear through Video Conferencing and it would be for the learned Arbitrator to take a call on this issue. Accordingly, I proceed to pass the following order:

(A) Hon'ble Shri. K.P. Nandedkar, Retired Principal District and Sessions Judge, Pune is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the Memorandum of Understanding referred to above. The contact details of the Arbitrator are as under:

Office Address:- Flat No.C-604, Rosevalley Society, Pimple
Saudagar, Pune-411 027.

Email ID :- kailasnandedkar4313@gmail.com

Mobile No.: 97675 94638

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocate 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.

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

6) With the above directions, the Commercial Arbitration Application is **disposed of**.

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signed by
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SHAILESH
SAWANT
Date:
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[SANDEEP V. MARNE, J.]