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

**COMMERCIAL ARBITRATION APPLICATION NO.645 OF 2025**

Bajaj Electricals Limited

.. Applicant

**Versus**

Mittal Cement and Hardware Store

.. Respondent

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**Mr.Siddha Pamecha i/b M/s.M.Mulla Associates, Advocate for the Applicant.**

**None for the Respondent.**

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**CORAM: FIRDOSH P. POONTWALLA, J.**

**DATE: APRIL 28, 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 DEED OF COUNTER GUARANTEE CUM INDEMNITY dated 29<sup>th</sup> May 2023 entered into between the Applicant and the Respondent (“the said Agreement”).

**2.** The Arbitration Agreement is found in Clause 19 of the said Agreement and reads as follows:

*“19. If any dispute and/or difference arises between the Parties hereto during the subsistence of this Deed or any*

*renewals of the same or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Deed or regarding any question, the Parties hereto shall endeavour to settle such dispute amicably. In case the disputes are not settled, the disputes shall be referred to a Sole Arbitrator to be appointed as per the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat of Arbitration shall be Mumbai.”*

3.           Thereafter certain disputes have arisen between the parties. By a legal notice dated 12<sup>th</sup> February 2025, the Applicant called upon the Respondent to pay a sum of Rs.18,42,067.65. In reply dated 27<sup>th</sup> February 2025 to the said legal notice, the Respondent denied its liability to make payment of the said amount.

4.           On account of these disputes, the Applicant invoked Arbitration by a Notice dated 30<sup>th</sup> July 2025 which was served to the Respondent by an email dated 31<sup>st</sup> July 2025, which has been tendered to the Court by the learned Advocate for the Applicant. The Respondent has not replied to the said Notice invoking arbitration dated 30<sup>th</sup> July 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 to the said Agreement.

6. The Respondent, though served by email, has not appeared before this Court. The learned Advocate for the Applicant has filed an Affidavit of Service dated 20<sup>th</sup> February 2026 proving service of the Application upon the Respondent.

7. The said Agreement contains an Arbitration Clause as set out hereinabove. Further, as is clear from the Notice invoking Arbitration dated 30<sup>th</sup> July 2025, certain disputes have arisen between the parties. The Applicant has invoked the Arbitration Clause in the said Agreement by Notice dated 30<sup>th</sup> July 2025. The Respondent has not responded to the said invocation notice.

8. 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.

9. In these circumstances, the following Orders are passed:

(a) Mr.Sandesh R. Shukla, an Advocate practising in this Court, is appointed as an Arbitrator to arbitrate upon the disputes arising between the parties under the DEED OF COUNTER GUARANTEE CUM INDEMNITY dated 29<sup>th</sup> May 2023. Details of Mr.Sandesh Shukla, who is appointed as an

Arbitrator, are as under:

Name :- Mr. Sandesh R. Shukla, Advocate  
Mobile No. :- 9820943998  
Email :- sandeshshukla@gmail.com  
Address :- Kothari House, Office No.4, 2<sup>nd</sup> Floor,  
Allana Centre Lane,  
Opposite University, Fort,  
Mumbai – 400 001.

(b) The Advocate for the Applicant shall intimate the Arbitrator about his appointment within a period of one week from the date of uploading of this order;

(c) In addition, the Office of the Prothonotary and Senior Master of this Court shall also intimate the Arbitrator about his appointment within a period of one week from the date of uploading of this order.

(d) The Arbitrator so appointed to make the disclosure, as required under the provisions of the Act, within a period of one week from the date of intimation of his appointment;

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

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

**[FIRDOSH P. POONIWALLA, J.]**