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

COMMERCIAL ARBITRATION APPLICATION NO.656 OF 2025

Blue Dart Express Limited

.. Applicant

Versus

Om Entercom

.. Respondent

Mr. Vipul Bilve i/b M/s.Mulla and Mulla, Advocate for the Applicant.

None for the Respondent.

CORAM: FIRDOSH P. POONIWALLA, 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 Contract dated 9th February 2022 entered into between the parties ("the said Contract").

2. The Arbitration Agreement is found in Clause 21 of the said Contract and reads as under:

"Any dispute, difference, controversy or claim arising out of or relating to this Contract shall be resolved by mutual negotiations. However, any such unresolved dispute, differences, controversy or claim arising out of this Agreement shall be referred to arbitration in accordance with the provisions of

*Arbitration & Conciliation Act, 1996 or any amendment thereof.
The venue of such arbitration shall be Mumbai.”*

3. Thereafter, certain disputes arose between the parties, as demonstrated by the Notice dated 23rd November 2022 invoking Arbitration.

4. On account of these disputes, the Applicant invoked the said Arbitration Clause by the said Notice dated 23rd November 2022. The Respondent did not reply to the said Notice invoking Arbitration dated 23rd November 2022.

5. The Applicants thereafter filed Commercial Arbitration Application under Section 11 of the Act, being Commercial Arbitration Application No.13 of 2024.

6. By an Order dated 25th February 2025 passed in the said Application, Ms.Aarti Sathe was appointed as an Arbitrator. Thereafter, Ms.Aarti Sathe was appointed as an Additional Judge of this Court. In these circumstances, by an email dated 14th August 2025, Ms.Aarti Sathe informed the parties that she would no longer be able to act as an Arbitrator and that they should take necessary steps in that regard.

7. In these circumstances, the Applicant has filed the present Application seeking appointment of an Arbitrator to arbitrate upon the disputes between the parties arising under the said Contract.

8. The Respondent, though served, has not appeared before this Court. The learned Advocate for the Applicant has filed an Affidavit of Service dated 4th March 2026 proving service of this Application upon the Respondent.

9. The Contract dated 9th February 2022 contains an Arbitration Clause as set out hereinabove. Further, as is clear from the Notice dated 23rd November 2022 invoking Arbitration, certain disputes have arisen between the parties. The Applicant has invoked the Arbitration Clause in the said Contract by the said Notice dated 23rd November 2022. The Respondent did not agree to the appointment of an Arbitrator. In these circumstances, this Court appointed an Arbitrator by an Order dated 25th February 2025. However, for the reasons mentioned hereinabove, the Arbitrator was unable to Act, and, in these circumstances, the Applicant have moved this Application. 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 Contract.

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

(a) Mr.Kazan Shroff, an Advocate practising in this Court, is appointed as an Arbitrator to arbitrate upon the disputes arising between the parties under the said Contract dated 9th February 2022. Details of Mr.Kazan Shroff, who is appointed as an Arbitrator, are as under:

Name	:-	Mr. Kazan Shroff, Advocate
Mobile No.	:-	98205 34766
Email	:-	kazanshroff@gmail.com
Address	:-	302-B, Fort Chambers, Above Stock Exchange Post Office, Off. Waman Street, Fort, Mumbai – 400 001.

(b) The Advocates 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.

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

[FIRDOSH P. POONIWALLA, J.]