

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO. 658 OF 2025

Puranmal Sons

....APPLICANT

: **VERSUS** :

Wavin India Holdings Pvt. Ltd.

....RESPONDENT

Ms. Varshini Sunder i/b Mr. Shobhit H. Khandelwal for the Applicant.

Mr. Ankit Premchandani (through VC) for the Respondent.

CORAM : **SANDEEP V. MARNE, J.**

DATED : **27 JANUARY 2026.**

P.C :

1) This is an application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**Arbitration Act**) for adjudication of disputes and differences between the parties arising out of Distribution Agreement dated 25 March 2022.

2) I have heard Ms. Sunder, the learned counsel appearing for the Applicant and Mr. Premchandani, learned counsel appearing for the Respondent.

3) Perusal of the Distribution Agreement indicates presence of arbitration clause no.15 as under :

15. APPLICABLE LAW & DISPUTE RESOLUTION

15.1 The contractual relationship under this Agreement shall be governed by the laws of India.

15.2 Any dispute, controversy or claim between the Parties shall be settled by arbitration in accordance with the (Indian) Arbitration and Conciliation Act, 1996 ("Rules"). The venue of the proceedings shall be in Mumbai and all proceedings in the arbitration shall be conducted in English. Parties hereby agree that the dispute, controversy or claim shall be resolved by a sole arbitrator who shall be agreed between Parties within thirty (30) business days from the date of submission of the dispute for arbitration; failing which a sole arbitrator shall be appointed in accordance with the said Rules.

15.3 The decision and award of sole arbitrator shall be in writing, stating the reasons for the award, and Parties herein confirm and agree that such decision and award which shall be final and conclusive and binding upon the Parties. The winning Party shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree that the sole arbitrator shall also have the power to decide on the costs and reasonable expenses (including reasonable fees of its counsel) incurred in the arbitration and award interest up to the date of the payment of the award. The costs of arbitration shall be borne by the losing Party unless otherwise determined by the sole arbitrator.

15.4 Except for them matters under dispute and being arbitrated, the Parties shall continue to exercise their remaining respective rights, and perform their remaining duties and obligations under this Agreement.

15.5 The provisions of this Article 15 shall survive the expiry and/or termination of this Agreement.

4) However, the Respondent contends that the Distribution Agreement has not been signed by it. Ms. Sunder draws my attention to the tax invoices in support of her claim that the Respondent has acted in accordance with the Distribution Agreement, supplied goods

and raised invoices. Mr. Premchandani, does not dispute supply of goods and raising of invoices on the Applicant. He however submits that the transactions between the parties have been occurring since the year 2016 and that therefore transactions do not emanate out of the alleged Distribution Agreement dated 25 March 2022. Be that as it may. Prima facie, it appears that the Respondent has acted in accordance with the Distribution Agreement dated 25 March 2022 by supplying goods and by raising invoices. Therefore, it cannot be contended that there is total absence of arbitration agreement between the parties on account of Respondent not being signatory to the Distribution Agreement.

5) The next objection sought to be raised on behalf of the Respondent is that parties have not agreed for seat of arbitration in Mumbai and what is agreed in para-15.2 is only the venue. He also submits that after execution of the agreement, tax invoices are issued which provide for jurisdiction of Courts at registered office of the Respondent in the event of any disputes. He would accordingly submit that in the tax invoice, the clause of arbitration is substantially modified and that the jurisdiction would be decided in accordance with the condition stipulated in the invoice. I am unable to agree. The invoice does not contain an independent arbitration clause. The invoices are raised only for the purpose of demanding monies in respect of the transactions of supply of goods in pursuance of the Distribution Agreement. Therefore the arbitration clause in the Distribution Agreement would govern the dispute resolution mechanism and not the terms and conditions printed on the invoices. So far as Mumbai being specified as venue of the agreement, the law now is well settled in *BGS SGS Soma JV Versus. NHPC Limited*¹ that venue can become seat if the arbitration clause is silent on seat of arbitration.

1 (2020) 4 SCC 234

In that view of the matter, Mumbai is agreed to be the seat of arbitration by the parties.

6) In my view, there is an express agreement for arbitration between the parties and therefore it would be just and proper to constitute Arbitral Tribunal of a sole Arbitrator for adjudication of disputes and differences arising between the parties out of the Distribution Agreement dated 25 March 2022. I accordingly proceed to pass the following order :

(A) Ms. Shubra Swami, an Advocate of this Court is appointed as Sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of an Distribution Agreement referred to above. The contact details of the Arbitrator are as under :

Email ID :- swami.shubhra@gmail.com

Mobile No.: 98207 29283

(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 her 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.

7) All rights and contentions of the parties, including the issue of jurisdiction are expressly kept open to be raised before the Arbitral Tribunal. With the above directions, the Commercial Arbitration Application is **disposed of**.

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