



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION PETITION NO.942 OF 2025

Ingram Micro India Pvt. Ltd.

...Petitioner

V/s.

Balbinder Singh Chhabra and Anr.

...Respondents

Mr. Kedar Wagle with *Mr. Sagar Wagle & Ms. Lisa Rasquinha i/b. M/s. K & P Legal Combine LLP for the Petitioner.*

Ms. Saveena T. Bedi for Respondent Nos.1 & 2.

CORAM: SANDEEP V. MARNE, J.

DATED: 30 MARCH 2026.

P.C.:

1) This is a Petition filed under Section 9 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) seeking interim measures before commencement of the arbitral proceedings for adjudication of disputes and differences between the parties arising out of the concerned Deed of Guarantee.

2) As the hearing of the Petition progressed, Ms. Bedi, the learned counsel appearing for the Respondents, who are directors of purchasing Company, fairly admits existence of arbitration clause in the Deed of Guarantee. She submits that the Respondents however, have serious

objections about arbitrability of the disputes and submits that the Respondents desire to question jurisdiction for adjudication of disputes under Section 16 of the Arbitration Act.

3) Mr. Wagle, on the other hand invites attention of the Court to some of the emails correspondence in support of his contention that there is admission of liability on the part of the Respondents. Since the Arbitral Tribunal is being constituted, it would be appropriate that the Petitioner exercises remedies under Section 17 of the Arbitration Act before the Arbitral Tribunal. The limited protection that can be granted in favour of the Petitioner at this juncture is to direct disclosure of assets by the Respondents on affidavit to be considered by the Arbitral Tribunal.

4) Accordingly, I proceed to pass the following order:-

(A) Ms. Arti Raghavan, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of the concerned Deed of Guarantee. The contact details of the Arbitrator are as under:-

Office Address:- 401, Embassy Centre, Jamnalal Bajaj
Marg, Nariman Point, Mumbai- 400
021.

Email id:- raghavan.arti1@gmail.com

Mobile No.:- 9004431865

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates for the Petitioner within a period of one week from the date of uploading of this order. The Petitioner

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.

5) All objections including objections of jurisdiction and validity of the contract are expressly kept open to be agitated before the Arbitral Tribunal.

6) Present Petition is converted into application under Section 17 of the Arbitration Act to be decided by the Arbitral Tribunal on its own merits. The Respondents shall file an affidavit of disclosing their movable and immovable assets together with encumbrances and

liabilities in respect thereof before the Arbitral Tribunal within a period of four weeks.

7) With the above directions, the Arbitration Petition is **disposed of**.

[SANDEEP V. MARNE, J.]