

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 63 OF 2026

Incred Financial Services Limited through
Authorized Representative Ajazul Mustafa Z
M Khan

...Applicant

V/s.

Sagar Deposit and Advances Ltd and Ors.

...Respondents

Ms. Bijal K. Gogri i/b GNP Legal *for Applicant.*
Ms. Prachi Raj Mhatre *for Respondents.*

CORAM: SANDEEP V. MARNE, J.

DATED: 16 MARCH 2026.

P.C.:

1) This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for seeking appointment of an Arbitrator for adjudication of disputes and differences that are said to have arisen between the parties out of the loan Agreements dated 25 September 2024 and 12 March 2024.

2) I have heard Ms. Gogri, the learned counsel appearing for the Applicant and Ms. Mhatre, the learned counsel appearing for Respondents.

3) Ms. Mhatre does not dispute existence of Arbitration Agreement between the parties. She however invites attention of the Court to clause 16.16 of the term loan Agreements and submits that parties have agreed for jurisdiction of courts at Delhi. She also relies on clause 43 of the Agreement of hypothecation under which also the venue of Arbitration is agreed at Delhi.

4) Ms. Gogri relies on clause 16.17 of the term loan Agreement under which the venue of Arbitration is either at Delhi or Mumbai as determined by the Applicant at its sole discretion. She submits that the Applicant has determined the venue of Arbitration to be at Mumbai. Ms. Gogri also invites attention of this Court to previous Arbitration proceedings wherein Respondent has participated without raising any objection about territorial jurisdiction. She however submits that Respondent raised objection of unilateral appointment and accordingly the Arbitrator has withdrawn himself by order dated 22 November 2025.

5) In view of the above position the objection of jurisdiction sought to be raised by the Respondent does not appeal to this Court. The venue of the Arbitration is agreed to be either at Delhi or Mumbai and the Applicant has chosen the venue at Mumbai. In absence of any specific Agreement relating to the seat, the venue would become seat of Arbitration.

6) Once the seat of the Arbitration is determined, only the Court having jurisdiction over such seat can entertain and decide

Application under Section 11 of the Arbitration Act. Also relevant is the fact that the Application essentially seeks appointment of a substitute Arbitrator since the previous Arbitrator has withdrawn from reference on account of objection of unilateral appointment. The previous Arbitral proceedings have been held at Mumbai. It also appears that the previous Arbitrator was appointed by an institution of Arbitrator and the seat of the Arbitration was at Mumbai.

7) Considering, the above position, I do not find any impediment in Appointment of the Arbitrator by treating the seat of Arbitration at Mumbai.

8) I accordingly, proceed to pass the following order:-

A. Ms. Simantini Mohite, an Advocate of this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of loan Agreements dated 25 September 2024 and 12 March 2024. The contact details of the Arbitrator are as under :

Office Address :- Chamber of Mr. Ashish Kamat 501,
Oval House, British Hotel Lane,
Nagnadas Master Road, Opp.
Commerce House, Fort, Mumbai-400
001

Mobile No. :- 9833545417

Email ID :- simantini.mohite@gmail.com

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.

9) All rights and contentions of parties, are expressly kept open to be agitated before the Arbitral Tribunal.

10) With the above directions, the Application is **disposed of**.

[SANDEEP V. MARNE, J.]