



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO.106 OF 2026

CEAT Limited

...Applicant

V/s.

M/s. Pitstop Tyres and Ors.

...Respondents

Mr. Zerick Dastur with Ms. Archana Uppuluri & Ms. Esha Nangre for the Applicant.

Mr. Devendrakumar R. Tripathi with Mr. Brijesh Upadhyay for the Respondents.

CORAM: SANDEEP V. MARNE, J.

DATED: 4 MAY 2026.

P.C.:

1) This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) seeking appointment of Arbitrator. The disputes and differences between the parties have arisen out of CEAT Shoppe Agreement dated 24 November 2022.

2) Perusal of the Agreement dated 24 November 2022 would indicate presence of arbitration clause No.35, under which disputes and differences between the parties arising out of or in connection with its agreement or its performance are to be resolved through arbitration. Seat of the arbitration is agreed to be at Mumbai.

3) Mr. Tripathi, the learned counsel appearing for the Respondent raises serious disputes about merits of claim of the Applicant. He submits that all the claims of the Applicant relate to alleged forgery, which cannot be arbitrated.

4) In my view, while making the reference under Section 11 of the Arbitration Act the limited remit of the enquiry by referral court is to examine *prima facie* existence of arbitration agreement. Whether disputes are arbitrable or not or whether there is merit in the claim of the Applicant, are all disputes can be decided by the Arbitral Tribunal. Therefore, keeping open all the objections sought to be raised by the Respondent, reference to arbitration before a sole Arbitrator needs to be made.

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

(A) Mr. Abhishek Karnik, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of CEAT Shoppe Agreement dated 24 November 2022. The contact details of the Arbitrator are as under:-

Office Address:- C/o. Dr. Birendra Saraf, 302, Oval House, British Hotel Lane, Off. Nagindas Master Road, Fort, Mumbai-400 001.

Mobile No.:- 9930351706

Email id:- adv.amkarnik@gmail.com

(B) A copy of this order be communicated to the learned sole Arbitrator by the Advocates 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 him, 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.

6) All objections including the objection of arbitrability of disputes are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

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

[SANDEEP V. MARNE, J.]