

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 142 OF 2026

Kotak Mahindra Bank through Deputy

Manager Poonam Pawar

... Applicant

Versus

Alpesh Shah

... Respondent

Adv. Bijal K. Gogri i/b GNP Legal for Applicant.

None for Respondent.

CORAM : ARUN R. PEDNEKER, J.

DATE : 16 JUNE, 2026

P.C. :

1. Learned counsel appearing for the Applicant submits that the Respondent has been served at the Email ID - aple120012000@yahoo.co.in, as provided in the loan application form. She further submits that Hamdast is also served upon the Respondent by speed post and the same is delivered to the Respondent on 28 April, 2026 and the Applicant has filed an affidavit to that effect. However, despite proper service, none has entered appearance on behalf of the Respondent in the matter.

2. Learned counsel submits that the Applicant has given certain loans to the Respondent and the agreement contains for Arbitration Clause 32.2 . She submits that the Respondent has failed to repay the loan as such notice invoking arbitration was issued on 21 March, 2025 provides for arbitration proceedings and the same is noted below :-.

"32.2 Any disputes, difference and / or claims arising out of in connection with or in relation to this Agreement, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent statutory amend, if any, to the Act, by a Sole binding on the Parties. The language of the Arbitration shall be in English and the venue of such Arbitration sit all be at Mumbai."

3. It is stated that the statement of claim along with Section 17 was served upon the Respondent via email id. However, the Respondent has not consented to the proposed name and has objected to the same by email. The Arbitrator being unilaterally appointed as such the present application is filed. Considering that the Respondent has already objected using the same email id. There is deemed proper service and this Court would proceed to appoint an Arbitrator.

4. Having perused Clause 32.2 and the Invocation Notice dated 21 March, 2025 this Court would pass following order:

(A) Ms. Priyanka Kumar, learned Advocate of this Court is appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with the Agreement referred to above. The contact details of the Arbitrator are as under :-

**Address : Office No. 33, 3rd Floor, Islam Building,
Veer Nariman Road, Fort, Mumbai 400 001.**

Mobile No. : 9920395898

Email ID : adv.priyankakumar@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 1 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 along with a copy of this order.

(C) Seat of the arbitration would be governed by the provisions of the agreement executed between the parties.

(D) 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 Advocates for the Applicant so as to enable them to file the same in the Registry of this Court. The Registry of this Court shall retain the said Statement on the file of this Application and a copy of the same shall be furnished by the Advocates for the Applicant to the Respondent.

(E) 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. At such meeting, the parties shall provide a valid and functional email address along with mobile and landline numbers, if any, of the respective Advocates of the parties to the Arbitral Tribunal. Communications to such email addresses shall constitute valid service of correspondence in connection with the arbitration.

(F) All arbitral costs and fees of the Arbitral Tribunal shall be borne by the parties equally in the first instance and shall be subject to any final Award that may be passed by the Tribunal in relation to costs.

5. All issues on merits are expressly kept open to be agitated before the Arbitral Tribunal appointed as above.

6. With the above directions, Arbitration Application stands **disposed of** accordingly.

[ARUN R. PEDNEKER, J.]