

Ajit Pathrikar

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
ARBITRATION APPLICATION NO. 147 OF 2026**

Kotak Mahindra Bank
Through Deputy Manager Poonam Pawar ...Applicant
Versus
Daxeshkumar J Patel ...Respondent

Ms. Bijal Gogri i/b GNP Legal, for the Applicant.
None for the Respondent.

**CORAM ARUN R. PEDNEKER, J.
DATED: 15th JUNE 2026**

PC:-

- 1.** Heard Ms. Gogri, learned counsel for the Applicant.
- 2.** The learned counsel for the Applicant submits that she has served the Respondent on the email address as is available in the loan application and an affidavit to that effect was e-filed on 17th March 2026. Thereafter, this Court issued notice and permitted Hamdast. The Hamdast was collected and service was effected through postal services. The tracking report shows that the service is completed at the address mentioned in the loan application. She thus submits that the service is complete and the Respondent has not entered

appearance. An affidavit that the Hamdast is served upon the Respondent is also filed.

3. The learned counsel for the Applicant submits that the Respondent defaulted in credit card bill payments. The agreement between the parties stipulated Clause 32.2 for resolution of disputes and for recovery to arbitration process. The said Clause reads as under:

"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 shall be at Mumbai."

4. She submits that she invoked the arbitration clause after calling upon the Respondent to make the payment, failing which invoked the arbitration clause and notice was issued on 25th November 2026. The Respondent having failed to respond to the notice, she approached the institutional arbitration. Notice was issued to the Respondent by the institutional arbitrator, which was responded to by the Respondent by email, objecting to the unilateral appointment of the arbitrator. As such, the present Application is filed.

5. She submits that the notice is served and the Respondent has failed to appear without reasonable cause. The Court is satisfied that the Respondent is served in the matter through email and also by Hamdast.

6. Having considered the material, this Court would pass the following order :-

(A) Ms. Vaishnavi Gujarathi, 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 : Unit No.203, 2nd Floor,
Dhuru Building (Social Service
League), Gokhale Road, Opp. HDFC
Bank, Near Amar Hind Mandal, Dadar
(West), Mumbai - 400028.**

Mobile No. : 8655430863

Email ID : vaishnavi.gujarathi9@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.

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

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

(ARUN R. PEDNEKER, J.)