



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
COMMERCIAL ARBITRATION APPLICATION NO.175 OF 2026

Ingram Micro India Private Limited

...Applicant

V/s.

JSR NETSOL Private Limited

...Respondent

Mr. Viraj Parikh with *Ms. Nafisa Khandeparkar, Mr. Rohan Satija & Mr. Aksh Jain i/b. M/s. AZB & Partners for the Applicant.*

Mr. Yogesh Gautam (through VC) for the Respondent.

CORAM: SANDEEP V. MARNE, J.

DATED: 10 APRIL 2026.

P.C.:

- 1) This is an Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 (**the Arbitration Act**) for appointment of Arbitrator for adjudication of disputes and differences between the parties arising out of Master Service Agreement dated 24 February 2022.
- 2) I have heard Mr. Parikh, the learned counsel appearing for the Applicant and Mr. Yogesh, the learned counsel appearing for the Respondent.
- 3) My attention is invited to paragraph 23 of the reply given by the Respondent on 24 December 2025, which reads thus:-

23. JSR Netsol is willing to proceed with arbitration only through the appointment of a neutral, independent, and impartial sole arbitrator, either by mutual consultation with full disclosures, or failing consensus, by appointment of the Honhble Court under Section 11 of the Act.

Thus, the Respondent does not dispute existence of arbitration agreement and has in fact, expressed willingness to proceed with the arbitration.

4) In view of the admission of existence of arbitration agreement, in my view it would be just and proper to constitute arbitral tribunal comprising of a sole Arbitrator. The learned counsel appearing for the Respondent submits that the disputes are not arbitrable. The Respondent can raise the said defence before the Arbitral Tribunal by filing necessary application under Section 16 of the Arbitration Act.

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

(A) Ms. Arati Raghavan, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of Master Service Agreement dated 24 February 2022. The contact details of the Arbitrator are as under:-

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

Mobile No. :- 9004431865

Email id :- raghavan.artil@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 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.

6) All contentions of the parties including the issue of arbitrability of the disputes are kept open to be decided by the Arbitral Tribunal.

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

[SANDEEP V. MARNE, J.]