



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

COMMERCIAL ARBITRATION APPLICATION NO.181 OF 2026

Panini Advisory Services Private
Limited

...Applicant

V/s.

JustDogs Spalons Private Limited and
Anr.

...Respondents

Mr. Deep Dighe with *Mr. Rishabh Mastaram and Mr. Tushar R. Pawar for the Applicant.*

Mr. Aditya Gupte with *Mr. Lalit Munship, Ms. Sailee Dixit & Mr. Satyajit Khairnar i/b M/s. Samvad Parners for Respondent Nos.1 & 2.*

CORAM: SANDEEP V. MARNE, J.

DATED: 28 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 Agreement dated 10 June 2021.

2) Heard Mr. Dighe, the learned counsel appearing for the Applicant and Mr. Gupte, the learned counsel appearing for the Respondent Nos.1 and 2.

3) Mr. Gupte, opposes the Application contending that the Agreement executed between the parties on 2 June 2021 provides for seat of arbitration at Ahamadabad. However, the Agreement dated 10 June 2021 relied upon by the Applicant provides for seat of arbitration at Mumbai.

4) It is the contention of the Applicant that Agreement dated 10 June 2021 supersedes the Agreement dated 2 June 2021. There is no dispute to the position that Respondents have signed the Agreement dated 10 June 2021. They only seek to question enforceability of the said Agreement on the ground that the same is executed under duress and coercion. This is something, which touches upon merits of the case, which need not be examined at the stage of making reference. The very fact that defence of duress and coercion is raised, it signifies that the signatures on the Agreement dated 10 June 2021 are not denied. In that view of the matter, arbitration agreement in the Agreement dated 10 June 2021 would prevail over the one in Agreement dated 2 June 2021. Therefore, the seat of the arbitration would be at Mumbai. Since this Court is satisfied about existence of arbitration agreement between the parties, it would be just and proper to constitute Arbitral Tribunal comprising of a sole Arbitrator.

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

(A) Ms. Mahek Bookwala, an Advocate practising in this Court is appointed as sole Arbitrator to adjudicate upon the disputes and

differences between the parties arising out of Agreement dated 10 June 2021. The contact details of the Arbitrator are as under:-

Office Address:- 32/34, Churchgate House, 2n floor,
Veer Nariman Road, For, Mumbai-400
001.

Mobile No.:- 9820078034

Email ID:- mahek_bookwala@hotmail.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 issues on merits 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.]