

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

ARBITRATION APPLICATION NO.392 OF 2026

Paresh Construction and Foundation Pvt. Ltd.	.. Applicant
Vs.	
Patel Engineering Ltd.	.. Respondent

Mr. Anirudh Bhalwal with Mr. Pritesh H. Bodekar, Advocates, i/by Vyas & Bhalwal, for the Applicant.

Mr. Ravitej Chilumuri with Ms. Antara Kalambe and Ms. Sanya Gandhi, Advocates, i/by Khaitan & Co., for the Respondent.

CORAM : GAUTAM A. ANKHAD, J.

DATE : 8th September, 2026.

P.C. :

1. This Application seeks appointment of a sole Arbitrator under Section 11 of the Arbitration and Conciliation Act, 1996 (“the Act”). The Respondent was engaged by Mazgaon Dock Limited (“**MDL**”) for carrying out certain civil, electrical and mechanical works.

2. The Applicant is a sub-contractor of the Respondent under the Agreement annexed at Exhibit-A to the Application (“**Agreement**”). It is the Applicant’s case that the Respondent failed to make payment of the amounts claimed under the Agreement. Correspondence in this

regard was exchanged between the parties. Clause 23 of the Agreement contains the dispute resolution mechanism and provides for arbitration of disputes between the parties. As the payments were not forthcoming, the Applicant, through its Advocate's notice dated 4th April, 2025, invoked the arbitration agreement and called upon the Respondent to concur in the appointment of an Arbitrator. The Respondent has not replied to the said notice nor disputed the arbitration agreement.

3. Mr. Chillumuri, learned counsel appearing for the Respondent, fairly submits that there is an arbitration agreement between the parties and does not dispute the invocation of the same by the Applicant. He, however, submits that the Respondent has several contentions including that monies have to be paid by MDL to the Respondent and as a result, no amount is due and payable by the Respondent to the Applicant.

4. Be that as it may, it is now well settled law as held by the Hon'ble Supreme Court in *Interplay between Arbitration Agreements under Arbitration and Conciliation Act, 1996 and Stamp Act, 1899, in Re* (2024) 6 SCC 1 and followed in subsequent judgment in the case of *SBI General Insurance Company Vs. Krish Spinning*, (2025) 3 SCC (Civ) 567 that a referral Court is only required to examine the existence of an arbitration agreement and its invocation by the

Applicant. Both these aspects are admitted in the present case. Whether any amount is in fact due and payable, the quantum of the Applicant's claim, and the various defences sought to be raised by the Respondent are matters falling within the domain of the arbitral tribunal and cannot be adjudicated upon in the present proceedings. Hence, the **Arbitration Application no. 392 of 2026 is allowed** in the following terms:-

[A]. Ms. Apurva Gupte, learned Advocate of this Court is hereby appointed as the sole Arbitrator to adjudicate upon the disputes and differences between the parties arising out of and in connection with Agreement referred to above. The contact details the sole Arbitrator are as under:

*Office Address : 521, 5th Floor, Commerce House,
Nagindas Master Road, Kala Ghoda,
Mumbai – 400 001.*

Mobile Number : 98207 12185

E-mail ID : apurvagupte9@gmail.com

[B]. A copy of this order will be communicated to the learned Arbitrator by the Advocate for the Applicant within a period of one week from the date on which this order is uploaded on the website of this Court. The Applicant shall provide the contact and communication particulars of the parties to the Arbitral Tribunal along with a copy of this order;

- [C]. The learned Arbitrator is requested to forward the statutory Statement of Disclosure under Section 11(8) read with Section 12(1) of the Act to the Advocate 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 Advocate for the Applicant to the Respondents;
- [D]. The parties shall appear before the learned Arbitrator on such date either on V.C. mode or at such place as indicated to obtain appropriate directions with regard to conduct of the arbitration including fixing schedule for pleadings, examination of witnesses, schedule of hearings etc.
- [E]. The fees of the learned Arbitrator shall be as per the Fourth Schedule of the Act read with the Bombay High Court (Fee Payable to Arbitrators) Rules, 2018.
- [F]. All issues, claims and counterclaims are kept open to be agitated before the Tribunal.
- [G]. The arbitration shall be held at Mumbai.

[GAUTAM A. ANKHAD, J.]