

Shabnoor

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

ARBITRATION APPLICATION NO.399 OF 2026

ICICI Home Finance Company Limited ... Applicant

V/s.

Kiran Brijendra Killawala ... Respondent

Mr. Ajay Deshmane i/b V. Deshpande & Co., for the
Applicant/Petitioner.

Mr. Abhijit Aher i/b Suyash N. Khose, for Respondent.

CORAM : AMIT BORKAR, J.

DATED : SEPTEMBER 30, 2026

P.C.:

1. The present Application has been preferred under Section 11 of the Arbitration and Conciliation Act, 1996 ("the Act"), seeking appointment of a Sole Arbitrator for adjudication of the disputes and differences stated to have arisen between the parties under the Facility Agreements dated 14 August 2024 and 13 August 2024. The arbitration agreements between the parties are contained in Clause 15.14(b)(i) at page 65 of the Application, Clause 15.14(b)(i) at page 106 of the Application, Clause 15.14(b)(i) at page 145 of the Application, and Clause 15.14(b)(i) at page 183 of the said Agreements. In the interest of brevity, the said arbitration clauses are not reproduced herein. Suffice it to observe that the present Application falls within the jurisdiction of this Court.

2. The record indicates that the Applicant invoked the arbitration agreement by issuing notices dated 21 April 2025.

3. The only objection raised on behalf of the Opponent is with regard to the existence of a mediation process contemplated under the aforesaid Agreements. In this regard, reliance has been placed upon Clause 15.14 and, in particular, Clause 15.14(b)(i) thereof.

4. Upon perusal of the aforesaid provisions, it appears that the process of mediation is contemplated only upon the parties agreeing to resort to such process, and that, upon such agreement, the mediation process is to be conducted in accordance with the applicable law and the applicable mediation rules.

5. In the opinion of this Court, the aforesaid provision does not constitute an independent or mandatory agreement between the parties requiring them to mandatorily undergo mediation as a condition precedent to invocation of the arbitration agreement.

6. In the aforesaid circumstances, this Court is satisfied that there exists a valid and subsisting arbitration agreement between the parties and that the same has been duly invoked by the Applicant. The disputes and differences arising out of or in connection with the aforesaid Facility Agreements dated 14 August 2024 and 13 August 2024 are, therefore, required to be referred to arbitration before a Sole Arbitrator.

7. In the aforesaid circumstances, the present Application under Section 11 of the Act, is deserved to be disposed of in terms of the following order:

A) Ms. Deepali A Bagla, an 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 the Agreement referred to above;
Office Address:- Sukhia Building, 2nd Floor, Cawasji Patel
Street, Fort, Mumbai 400001;

Email Id:- deepali.bagla@gmail.com;

Mobile No. 9920378770.

B) A copy of this Order will be communicated to the Learned Sole Arbitrator by the Advocates for the Applicant within a period of one week from today. 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 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 Applicant and a copy of the same shall be furnished by the Advocates for the Applicant to the Advocates for the Respondent;

D) 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 two weeks from receipt of a copy of this Order;

E) The parties shall appear before the Learned Sole Arbitrator on such date and at such place as may be indicated by the Learned Sole Arbitrator, for obtaining appropriate directions with regard to the conduct of the arbitral proceedings, including fixing the schedule for filing of pleadings, examination of witnesses, if any, and dates of hearing. At such meeting, the parties shall furnish to the Arbitral Tribunal valid and functional email addresses, together with the mobile and landline telephone numbers of their respective Advocates. Communications sent to the said email addresses shall constitute valid service of correspondence in connection with the arbitral proceedings.

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

8. The Learned Sole Arbitrator shall be at liberty to adjudicate upon the claims and counterclaims, if any, and to determine all questions relating to merits, in accordance with law.

9. All actions required to be taken pursuant to this order shall be taken upon receipt of a downloaded copy as available on this Court's website.

(AMIT BORKAR, J.)