



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

ARBITRATION APPLICATION (LODG.) NO.9104 OF 2026

Kotak Mahindra Bank Ltd. .. Applicant
Vs.
Vijay Sharma .. Respondent

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

CORAM : GAUTAM A. ANKHAD, J.

DATE : 10TH APRIL 2026.

P.C. :

1. This Arbitration Application is filed under Section 11 of the Arbitration and Conciliation Act, 1996 (“the Act”) seeking appointment of an Arbitrator in relation to the disputes that have arisen under the Card Holder Agreement read with the Most Important Terms and Conditions (“*Agreement*”) which contains the terms and conditions for availing the credit card facility of the Applicant-Bank. The arbitration clause is at Clause 32.2 at page no.67 of the paper-book and the same reads as under:-

“32.2 Any dispute, 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 amendment, if any, to the Act, by a sole arbitrator to be appointed by the Bank. Any arbitration award/ direction passed shall be final and binding on the Parties. The language of the Arbitration shall be English and the venue of such arbitration shall be at Mumbai.”



2. It is the Applicant-Bank's case that the credit card facility was granted to the Respondent through an on-line application. The Respondent has defaulted in repaying the credit card dues. The copies of the credit card statements are annexed to this Application. The Applicant has also annexed a Loan Recall Notice dated 24th December 2024 under Section 21 of the Act whereby the said Agreement was terminated and the Respondent was called upon to make payment of the outstanding amounts along with interest and other charges.

3. The Applicant-Bank had invoked arbitration on an earlier occasion by approaching SETLEN Arbitration and Dispute Resolution Forum ("SADRF") and by its letter dated 23rd January 2025 requested SADRf to appoint a sole Arbitrator for adjudication of disputes arising under the said Agreement. SADRf issued an intimation letter dated 25th January 2025 to both the parties proposing a panel of arbitrators and calling upon the parties to nominate a sole Arbitrator. As both the parties failed to agree upon the arbitrator, SADRf proposed the name of an Arbitrator in terms of the said intimation. A Claim Petition and a Section 17 Application was filed by the Applicant-Bank. This was objected to by the Respondent *inter alia* on the ground that the Arbitrator could not have been unilaterally appointed.

4. Ms. Bijal Gogri, the learned Advocate for the Applicant-Bank tenders an affidavit-of-service dated 24th March 2026 which has been e-filed in this Court on the same day. The said affidavit



records that the present Application is served on the Respondent. A physical copy of the said affidavit is taken on record and marked “X” for identification. Despite service, no one appears for the Respondent.

5. I have perused the record and find that the existence of the arbitration agreement is not in dispute. The arbitration agreement is at Clause 32.2 at page 67 of the paper-book. The arbitration has been validly invoked by the Applicant-Bank by the notice dated 24th December 2024 read with its invocation before the SADRF. It is 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 the Section 11 Court ought not to venture beyond the existence of a validly existing arbitration agreement.

6. Being satisfied that an arbitration agreement is in existence and that it has been duly invoked, I refer all disputes and differences between the parties under the said Agreement to arbitration by a sole Arbitrator. In these circumstances, Arbitration Application (Lodging) No.9104 of 2026 is disposed of in the following terms :-

[A]. Ms. Yogita Deshmukh, 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 the said Agreement referred to above. The contact details of Ms. Yogita Deshmukh, the sole Arbitrator, are “Office Address : Office No.103, “A” Wing, Gagangiri Krupa Building, Sahyadri Nagar, Kandivali (W), Mumbai-400067; Mob. No.9702044133, E-mail : yogitadeshmukhoffice@gmail.com”.

- [B]. A copy of this order will be communicated to the learned sole 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 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 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 Arbitration Application and a copy of the same shall be furnished by the Advocate for the Applicant to the Respondent;
- [D]. The parties shall appear before the learned sole Arbitrator on such date and at such place as



indicated to obtain appropriate directions with regard to conduct of the arbitration including fixing schedule for pleadings, examination of witnesses, if any, schedule of hearings etc. At such meeting, the parties shall provide a valid and functional e-mail address along with mobile and landline numbers of the respective advocates of the parties to the Arbitral Tribunal. Communications to such e-mail addresses shall constitute valid service of correspondence in connection with the arbitration;

- [E]. The fees of the learned sole 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.]