Shabnoor

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

ARBITRATION APPLICATION NO.309 OF 2026

Ram Ratna Infrastructure Private Limited … Applicant

V/s.

Buildwell AOP (erstwhile Sahana Sheth) … Respondent

SHABNOOR AYUB PATHAN

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Date: 2026.09.21 11:38:27 +0530

Mr. Mayank Bagla a/w Mr. Swapan Samdani and Nikhil Narang i/b Swapan Samdani, for the Applicant.

Mr. Dev Bhankharia, Ms. Riya Vasa and Mr. Rishit Shah i/b Lexicon Law Partners, for Respondent.

CORAM : AMIT BORKAR, J.

RESERVED ON : SEPTEMBER 18, 2026.

PRONOUNCED ON : SEPTEMBER 21, 2026.

JUDGMENT:

1. By the present Application, the Applicant has approached this Court under Section 11 of the Arbitration and Conciliation Act, 1996, as amended from time to time ("the Act"), seeking appointment of a neutral and independent Sole Arbitrator. The Applicant seeks that the disputes which have arisen between the parties in relation to the Work Order be referred to such Arbitrator for adjudication and decision.

2. The Work Order dated 9th February, 2022, bearing reference No. WOJSBWL/00470/2122, contains the dispute resolution

mechanism agreed between the parties. Paragraph 56 of the said Work Order, under the heading "Arbitration", contains the arbitration and jurisdiction clause.

3. The brief facts of the present case, as stated by the Applicant, are that the Respondent approached the Applicant for installation, testing, commissioning and handing over of 338 (three hundred and thirty-eight) double-stack parking units, hereinafter referred to as the "Equipment", at its project known as "Beaumonte", Beaumonte Podium, Sion, hereinafter referred to as the "Site". Pursuant to this, the Applicant and the Respondent entered into a Work Order dated 9th February, 2022, bearing reference No. WOJSBWL/00470/2122, hereinafter referred to as the "said Work Order". The terms and conditions relating to the work, including the amount payable for the same, were contained in the said Work Order. Pursuant to the said Work Order, the Respondent issued a Purchase Order dated 9th February, 2022, hereinafter referred to as the "1st PO", bearing Order No. POBMENG/00019/21-22. Under the 1st PO, the Applicant was required to provide 338 (three hundred and thirty-eight) stack car parking systems. Thereafter, due to shortage of space at the Site, the Respondent revised the 1st PO. A revised Purchase Order dated 8th September, 2022, bearing Order No. POBMENG/00019/21-22/001, hereinafter referred to as the "2nd PO", was issued. Under the 2nd PO, the quantity was reduced from 338 (three hundred and thirty-eight) to 288 (two hundred and eighty-eight) stack car parking systems, with a revised consideration as stated in the 2nd PO.

4. According to the Applicant, although the 2nd PO was for 288 (two hundred and eighty-eight) stack car parking systems, the space available at the Site did not permit installation of all 288 systems. Consequently, only 212 (two hundred and twelve) stack car parking systems couldly be installed. The Applicant states that these 212 systems were duly accepted by the Respondent. According to the Applicant, the agreed contract value under the 2nd PO for 288 (two hundred and eighty-eight) stack car parking systems was Rs. 3,97,61,280/- (Rupees Three Crore Ninety-Seven Lakhs Sixty-One Thousand Two Hundred and Eighty Only), hereinafter referred to as the "Contract Value". However, because of the space constraints at the Site, only 212 (two hundred and twelve) systems could be installed. These systems were handed over to the Respondent under various handing-over certificates. The total value of the 212 (two hundred and twelve) stack car parking systems is stated to be Rs. 3,17,70,320/- (Rupees Three Crores Seventeen Lakhs Seventy Thousand Three Hundred and Twenty Only).

5. The Applicant states that, against the amount of Rs. 3,17,70,320/- (Rupees Three Crore Seventeen Lakhs Seventy Thousand Three Hundred and Twenty Only), the Respondent has paid Rs. 2,90,11,155/- (Rupees Two Crore Ninety Lakhs Eleven Thousand One Hundred and Fifty-Five Only). According to the Applicant, an amount of Rs. 27,59,165/- (Rupees Twenty-Seven Lakhs Fifty-Nine Thousand One Hundred and Sixty-Five Only) remains unpaid. The Applicant states that the last payment made by the Respondent was on 10th November, 2023, for an amount of

Rs. 7,10,000/- (Rupees Seven Lakhs Ten Thousand Only). It is stated that the Respondent deposited TDS of Rs. 10,000/- on 31st March, 2024. After that, according to the Applicant, no payment was made by the Respondent. The Applicant claims that the Respondent is liable to pay Rs. 27,59,165/- (Rupees Twenty-Seven Lakhs Fifty-Nine Thousand One Hundred and Sixty-Five Only). The Applicant has claimed interest at the rate of 21%, calculated from the respective dates of billing up to 17th February, 2026, which is stated to amount to Rs. 13,07,343/- (Rupees Thirteen Lakhs Seven Thousand Three Hundred and Forty-Three Only). The Applicant has claimed a total amount of Rs. 40,66,508/- (Rupees Forty Lakhs Sixty-Six Thousand Five Hundred and Eight Only). In these circumstances, the Applicant submits that disputes and differences have arisen between the parties in relation to the said Work Order.

6. Learned Advocate for the Respondent submits that the Purchase Order dated 8th September, 2022 provides that the Courts at Mumbai shall have exclusive jurisdiction to decide the disputes between the parties. According to the learned Advocate for the Respondent, the present Application proceeds on an incorrect assumption that the Work Order dated 9th February, 2022, hereinafter referred to as the "said Work Order", is the main contract governing the rights and obligations of the parties. It is submitted that the final contract between the parties was in fact the Purchase Order dated 8th September, 2022, hereinafter referred to as the "2nd PO". The 2nd PO provides that the disputes between the parties shall be subject to the exclusive jurisdiction of

the Courts at Mumbai. The relevant clause of the 2nd PO reads as under:

> "This Purchase Order is Subject to Jurisdiction of the Mumbai High Court Only."

7. It is submitted that the above clause forms part of the final arrangement between the parties and shows the understanding of the parties regarding the forum for deciding their disputes. According to the Respondent, the Applicant cannot rely upon the arbitration clause contained in the said Work Order while ignoring the subsequent arrangement between the parties and the specific jurisdiction clause contained in the 2nd PO. It is submitted that the parties are bound by the terms which they have agreed to and one party cannot change or replace those terms on its own. It is submitted that the facts stated hereinafter show that the 2nd PO was the final and only contract which continued to operate between the parties. Learned Advocate for the Respondent submits that, as is clear from the present Application, after the said Work Order was issued, the Respondent issued a Purchase Order dated 9th February, 2022 in favour of the Applicant, which is referred to as the "1st PO". However, for various reasons, the parties did not act upon the 1st PO and the same was not acted upon.

8. It is submitted that the Applicant approached the Respondent again and fresh discussions and negotiations took place between the parties. These discussions continued for more than six months and covered the terms of the transaction, the specifications, the requirements and the amount to be paid for the car parking system. These discussions resulted in the Respondent

issuing a fresh Purchase Order dated 8th September, 2022, referred to as the "2nd PO". According to the Respondent, the 2nd PO materially changed the important terms contained in the 1st PO and the said Work Order. These changes included, amongst other things, the payment terms and time for payment, the jurisdiction clause, the reduction in the number of car parking stackers from 338 to 288 and to 212, and the corresponding reduction in the total order value from approximately Rs. 4,66,64,280/- to Rs. 3,97,61,280/- and to Rs. 3,17,70,320/-. It is submitted that the 2nd PO introduced, for the first time, a fresh list of approved makes and vendors for structural steel, hydraulic cylinders, power packs, control valves, sensors, control panels and other important components. According to the Respondent, these changes altered the technical requirements relating to the supply.

9. Learned Advocate for the Respondent submits that these changes were substantial. According to him, they affected the basic terms of the transaction. It is submitted that the 2nd PO represented a fresh and materially changed commercial arrangement between the parties. It is submitted that even if the Applicant's case is accepted, for the sake of argument, that the said Work Order was the main and concluded contract between the parties, there would have been no reason for the parties to materially change its terms through negotiations extending over a period of about six months.

10. It is submitted that all subsequent dealings between the parties were made with reference to the 2nd PO and not to the said Work Order. The invoices raised by the Applicant between

15th June, 2022 and 27th January, 2024, as well as the four Handing Over Certificates dated 15th November, 2022, 20th February, 2023, 28th September, 2023 and 1st January, 2024, were based on the quantities and rates mentioned in the 2nd PO and the understanding which followed thereafter. It is submitted that after 8th September, 2022, neither party acted upon or relied upon the terms of the said Work Order. It is pointed out that the 2nd PO does not make any reference to the said Work Order.

11. According to the Respondent, the execution of the 2nd PO, containing these material changes, shows that the parties negotiated and consciously entered into a fresh and modified arrangement after the said Work Order. The Respondent submits that the 2nd PO became the operative contract between the parties and continued to govern their transaction at all relevant times. It is submitted that there is no subsisting and valid arbitration agreement governing the transaction between the parties. On this basis, according to the Respondent, the disputes raised by the Applicant cannot be referred to arbitration.

12. The Respondent submits that the Applicant's reliance upon the said Work Order for invoking arbitration is misconceived. Even if it is assumed that the said Work Order continued to govern the obligations of the parties, the disputes raised by the Applicant could still not be referred to arbitration in view of the express provision contained in Clause 3 of the said Work Order. Learned Advocate for the Respondent submits that the Applicant has invoked arbitration in respect of the alleged disputes by relying upon Clause 56 of the said Work Order. However, the Respondent

submits that while relying upon Clause 56, the Applicant has not referred to Clause 3 of the said Work Order. According to the Respondent, Clause 3 expressly provides that no arbitration is permitted in respect of disputes or differences between the parties. The relevant clause reads as under:

> "3. Disputes: No arbitration is allowed. In case of disputes or difference of opinion arising between the client/consultant/their representatives and the Contractor, the decision of Consultant/Technical Director/Site in Charge of client will be final in this case."

13. In this background, the Respondent submits that the Applicant has not placed before the Court the contemporaneous correspondence exchanged between the parties. According to the Respondent, this correspondence shows that the amount claimed by the Applicant was neither admitted nor an undisputed debt. The Respondent had, on several occasions, pointed out defects and deficiencies in the equipment supplied and installed by the Applicant. These included hydraulic oil spillage, improper fixing and levelling, defects in stack levels and movement, and incomplete or defective work. It is submitted that the relevant Bill Certificates and Quality Certificates show deductions towards the amounts withheld on account of the remarks recorded in those certificates. According to the Respondent, these documents show that deductions were made on account of deficiencies in the services and that the amounts claimed by the Applicant were never treated by the Respondent as unconditional amounts which were due and payable.

REASONS AND FINDINGS:

14. I have heard the submissions made by the learned Advocate for the Applicant as well as the learned Advocate for the Respondent. The question which is required to be seen is whether the claim which the Applicant wants to take to arbitration is covered by an arbitration agreement which continues to remain binding between the parties.

15. Before considering the submissions of both sides, one aspect is required to be seen. The Work Order dated 9th February, 2022 is admittedly signed by both the parties. It bears reference No. WOJSBWL/00470/21-22. In the said Work Order, the work is stated to be for "installation of stack parking units at Beaumonte, Sion". It is stated that the work was to be carried out as per the schedule of items and the terms and conditions agreed between the parties. The said Work Order has been accepted by Ram Ratna Infrastructure Pvt. Ltd. Therefore, at least from this document, it cannot be said that the Work Order was only a quotation or that it never became binding upon the parties. The terms and conditions attached to the Work Order are signed and accepted by both the parties. Clause 5 provides for payment of "100% against installation; commissioning & final handing over at site". The Work Order contains terms regarding completion of the work, maintenance, retention money and other obligations of the Contractor. Therefore, from the document, it is seen that the Work Order did create obligations between the parties.

16. The Applicant is relying upon Clause 56 of the Work Order. The said clause is under the heading "Arbitration". It reads as

under:

> "56. Arbitration:- Any and all disputes arising out of or in connection with or in the implementation of this-agreement shall be, so far as possible, settled amicably through discussion and by conciliation. Failing such amicable settlement, any such dispute shall be settled by arbitration to be held in Mumbai India in the English language under the provisions of the Arbitration and Conciliation Act, 1996."

17. The said clause provides for appointment of two arbitrators and the appointment of the third arbitrator by those two arbitrators. Therefore, Clause 56 provides that "any and all disputes" arising out of or connected with the agreement shall be settled by arbitration if the dispute is not settled amicably. The Respondent has brought to the notice of the Court Clause 3 of the same Work Order. Clause 3 is under the heading "Disputes" and reads as under:

> "3. Disputes; No arbitration is allowed. In case of disputes or differance. of opinion arising between the client/consultant Itheir representatives. and the Contractor, the decision of Consultant/Technical Director/Site in Charge of client will be final in this case."

18. This submission of the Respondent requires consideration. Clause 3 and Clause 56 are not easy to read together. Clause 3 says "No arbitration is allowed". On the other side, Clause 56 says that "any and all disputes" shall be settled by arbitration. Thus, when the Work Order is seen, there appears to be a difference between these two clauses. However, merely because Clause 3 is contained in the Work Order, Clause 56 cannot be ignored. Clause 56 is

separately given the heading "Arbitration". It provides a complete procedure for arbitration. It gives the place of arbitration, the language in which the arbitration is to be conducted, the Arbitration and Conciliation Act, 1996 under which it is to take place and the manner in which the arbitrators are to be appointed. Therefore, if the Work Order is considered, there is a written provision which does provide for arbitration.

19. The Supreme Court has held that while considering an application under Section 11, the main question at this stage is to see whether there is an arbitration agreement. In *Ajay Madhusudan Patel v. Jyotrindra S. Patel,* 2024 INSC 710, the Supreme Court has observed that the Court has to examine whether the agreement contains an arbitration clause for deciding the disputes which have arisen between the parties. It has been observed that this exercise should not become a detailed trial on disputed questions. The Supreme Court has held that where there is a genuine dispute regarding the existence or validity of an arbitration agreement, the Court should be slow in conducting a mini-trial while deciding a Section 11 application. The arbitral tribunal has power under Section 16 to decide its own jurisdiction, including objections relating to the existence or validity of the arbitration agreement.

20. In the present matter the issue does not end merely because Clause 56 is found in the Work Order. The question which becomes important is whether the particular claim made by the Applicant is a claim arising from the Work Order containing Clause 56. This question becomes necessary because the Respondent is relying

upon the subsequent Purchase Orders and says that the transaction for which the Applicant is now claiming the amount was governed by those Purchase Orders. The documents placed before the Court show that the Work Order and the Purchase Orders are different documents and their terms are different. The Work Order dated 9th February, 2022 is for installation, testing, commissioning and handing over of stack parking units. In its Schedule of Items, the work is described as "Labour charges for installation, testing, commissioning & handing over of double stack parking units". The quantity mentioned is 338 units and the rate is Rs.10,000/- per unit. The total amount including taxes is shown as Rs.39,88,400/-.

21. As stated in paragraph 7 of the Applicant's case, the Applicant claims Rs.3,17,70,320/- as the value of 212 stack car parking systems. In paragraph 8, it is stated that after the payments already made, an amount of Rs.27,59,165/- is still unpaid. In paragraph 9, interest of Rs.13,07,343/- has been claimed. Therefore, the total claim made by the Applicant is Rs.40,66,508/-. These figures are not the same as the value which is shown in the Work Order. The Work Order shows the approximate value of the work as Rs.39,88,400/-. The Schedule shows the basic amount as Rs.33,80,000/- and after adding CGST and SGST, the total comes to Rs.39,88,400/-. This difference is connected with the nature of the contract under which the Applicant is making its claim. The Applicant's claim of Rs.3,17,70,320/- for 212 units is much higher than the entire value of the Work Order. Therefore, only because the Work Order contains an arbitration clause, it cannot be said that every claim

relating to the parking systems between the parties will be covered by that arbitration clause. The subsequent Purchase Order dated 8th September, 2022 requires consideration. The document is described as "PURCHASE ORDER AMENDMENT". It shows the old quantity as 338 and the new quantity as 288. The total order value is shown as Rs.3,97,61,280/-. The document contains various technical specifications and terms regarding payment, delivery, warranty and maintenance. At the bottom of the document, it states:

> "This Purchase Order is Subject to Jurisdiction of the Mumbai High Court Only."

22. The said document is signed by both parties. The subsequent Purchase Order cannot be ignored while considering whether the claim made by the Applicant comes within the arbitration clause contained in the Work Order. However, I am unable to accept the submission of the Respondent in paragraph 3 in its entirety that the 2nd PO ended or cancelled the Work Order. There is no specific clause in the 2nd PO placed before the Court which says that the Work Order dated 9th February, 2022 was cancelled or replaced. In fact, the document is described as a "PURCHASE ORDER AMENDMENT". It changes the quantity from 338 to 288 and records the changed commercial value. It gives the reason for amendment in relation to additional approved makes. Therefore, merely because the document was issued later, it cannot be said that every term and obligation contained in the earlier Work Order came to an end.

23. The Respondent has relied upon the jurisdiction clause contained in the 2nd PO. This submission is relevant when the Purchase Order is considered. But merely because a later document provides that a particular Court shall have jurisdiction, it does not by answer the different question as to whether the arbitration clause contained in the earlier document has been cancelled. These are two separate questions and both are required to be considered separately. In the present case, the Work Order provides that arbitration shall be held in Mumbai. Therefore, even the arbitration clause in the Work Order has a connection with Mumbai. The later statement in the Purchase Order that it is "Subject to Jurisdiction of the Mumbai High Court Only" cannot, by, be treated as an express cancellation of Clause 56 of the Work Order.

24. The Supreme Court has held that where a particular place is designated as the seat of arbitration, the Courts at that place have supervisory jurisdiction over the arbitration. Therefore, a clause giving jurisdiction to the Courts at the place connected with arbitration is not inconsistent with the existence of an arbitration agreement.

25. The Respondent has submitted that the Applicant deliberately did not disclose Clause 3 of the Work Order. The Applicant has relied upon Clause 56, whereas Clause 3 is an important clause because it says "No arbitration is allowed". It would have been proper for the Applicant to bring the complete relevant terms before the Court. However, merely because the Applicant did not refer to Clause 3, it cannot be said that there is

no arbitration agreement at all. The complete Work Order is before the Court and both Clause 3 and Clause 56 can be considered together.

26. The Respondent says that the transaction for supply of the parking systems was governed by the subsequent Purchase Order. The documents support this submission to some extent. The 2nd PO mentions 288 car parking stackers, the total order value of Rs.3,97,61,280/- and detailed technical specifications. Its second page contains specifications regarding the hydraulic system, lifting capacity, power unit, hydraulic pressure, platform dimensions, safety devices and the approved makes of various components. The Work Order deals with installation, testing, commissioning and handing over. Its Schedule gives the rate as labour charges of Rs.10,000/- per unit. This difference between the two documents is important. Both documents may relate to the same project and the same parking system. But only because they relate to the same project, their terms cannot be put together without seeing what each document provides. It may be that both documents were part of one larger commercial transaction. That possibility cannot be ruled out. But while deciding the Section 11 application, the Court has to see whether the particular dispute which the Applicant wants to send to arbitration is covered by the arbitration clause relied upon by the Applicant. Merely because the two documents are connected in the business transaction, it does not mean that the arbitration clause in one document will apply to every dispute arising under the other document.

27. The Applicant has relied upon the broad words "Any and all disputes arising out of or in connection with or in the implementation of this agreement" appearing in Clause 56. These words are certainly wide. But the words "this agreement" are important. The clause speaks about disputes arising from or connected with that agreement, namely the Work Order. It does not say that every dispute arising from every later Purchase Order between the parties shall be referred to arbitration. But merely finding an arbitration clause in the Work Order does not finish the matter. The Applicant must show that the dispute which it wants to send to arbitration is a dispute arising under that Work Order. On this aspect, the Applicant has not been able to connect the present monetary claim with the Work Order.

28. The Work Order records the total value at Rs.39,88,400/-. The Applicant's claim is based upon a value of Rs.3,17,70,320/- for 212 systems. This later figure is of a different commercial nature. It appears to be much closer to the transaction recorded in the subsequent Purchase Order than to the installation and labour work described in the original Work Order. The Respondent has raised the question of defects in the equipment. It is stated that there were complaints regarding hydraulic oil spillage, improper fixing and levelling, defects in stack levels and movement and incomplete or defective work. The Respondent has relied upon Bill Certificates and Quality Certificates where, according to the Respondent, deductions were made. At this stage, I am not inclined to record that these alleged defects have been proved. The complete correspondence and the Bill Certificates and Quality

Certificates relied upon by the Respondent are not placed before the Court in the material which is presently available for consideration. Therefore, merely because such allegations have been made by the Respondent, they cannot be treated as proved facts. At the same time, the submission of the Respondent that the Applicant's claim is disputed cannot be rejected only because the Applicant has raised invoices. The Respondent has disputed the liability and has referred to deductions and alleged deficiencies. Therefore, at this stage, the amount claimed by the Applicant cannot be treated as an admitted debt. But this issue will have to be decided by the forum which has jurisdiction to decide the monetary dispute. A disputed claim by cannot create an arbitration agreement when the particular claim is not covered by such agreement.

29. The same position applies to the Applicant's claim for interest at 21%. Whether the Applicant is entitled to such interest, whether the rate of 21% is supported by the contract and from which date the interest can be calculated are questions which are not required to be decided in the present proceedings. These questions can arise only if the Applicant establishes the basis of such claim before the forum which has jurisdiction to decide it.

30. On considering all the documents together, I find that the Respondent is not correct in saying that the 2nd PO, only because it was issued later, cancelled every part of the Work Order. The Work Order continued to operate in respect of the work covered by it. Clause 56 of the Work Order contains an arbitration provision. But the Applicant has to establish something more than merely

showing Clause 56. The present monetary claim is based upon the later Purchase Order and the supply of parking systems. The value claimed for 212 systems is not the value mentioned in the Work Order. The 2nd PO contains its own quantity, price, commercial terms and technical specifications. It states that it is subject to the jurisdiction of the Mumbai High Court only. Therefore, merely because the Work Order and the 2nd PO relate to the same project, the present claim cannot be treated as a claim arising under the Work Order.

31. I find that the arbitration clause contained in Clause 56 of the Work Order cannot be extended to the present monetary claim arising from the subsequent Purchase Order. There is no arbitration clause shown in the 2nd PO. The jurisdiction clause contained in that Purchase Order cannot be treated as an arbitration agreement. The words "This Purchase Order is Subject to Jurisdiction of the Mumbai High Court Only" speak about the Court having jurisdiction. They do not state that the disputes between the parties are to be referred to arbitration. Therefore, the alternative submission of the Respondent based upon Clause 3 of the Work Order does not require a final finding in favour of the Respondent. Clause 3 does create a conflict with Clause 56. But since Clause 56 contains an express arbitration provision, I would not dismiss the Applicant's case only because Clause 3 contains the words "No arbitration is allowed". The Application fails for another reason. The particular dispute which the Applicant wants to refer to arbitration is not shown to be covered by the arbitration agreement contained in the Work Order.

32. I find that the allegation of the Respondent that the Applicant suppressed correspondence and information relating to defects has not been established from the material presently before the Court. Such allegations may have relevance when the monetary claim is considered. But they do not decide the question whether there is an arbitration agreement. In the same way, the assertion of the Applicant that the amount is due and payable cannot create an arbitration agreement.

33. At the stage of considering an application under Section 11, the Court has to see whether an arbitration agreement exists and should not conduct a full trial regarding the monetary claim. The Supreme Court has made it clear that the Court should not conduct a mini-trial into disputed facts at this stage. In the present matter the basic documents show that the present claim of the Applicant is based upon the subsequent Purchase Order and that Purchase Order does not contain an arbitration clause. This question does not require evidence or a detailed trial. It can be seen from the documents.

34. Therefore, while I find that Clause 56 of the Work Order contains an arbitration agreement, I find that the present claim made by the Applicant is not shown to be covered by that arbitration agreement. The subsequent Purchase Order dated 8th September, 2022 contains a clause relating to jurisdiction of the Mumbai High Court, but it does not contain an arbitration agreement. The Respondent has succeeded in showing that the present dispute cannot be referred to arbitration on the basis of Clause 56 of the Work Order.

35. For the reasons stated above, the Application filed under Section 11 of the Arbitration and Conciliation Act, 1996 cannot be allowed. The Application is liable to be dismissed. This dismissal is on the finding that the present claim is not covered by the arbitration agreement relied upon by the Applicant. I have not given any final finding as to whether the Applicant isly entitled to the amount claimed, whether the alleged defects in the equipment were in fact present, whether the deductions were properly made, whether the Applicant is entitled to interest or what exact amount, if any, is payable by the Respondent. These questions are kept open for being decided by the forum otherwise competent to decide the dispute in accordance with law.

36. The Application under Section 11 of the Arbitration and Conciliation Act, 1996, seeking appointment of an Arbitrator, is dismissed.

37. There shall be no order as to costs.

(AMIT BORKAR, J.)