



2026:KER:50011

A.R.No.292 of 2025

1

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE S.MANU

WEDNESDAY, THE 8<sup>TH</sup> DAY OF JULY 2026 / 17TH ASHADHA, 1948

AR NO. 292 OF 2025

PETITIONERS:

- 1 BHARAT SURSINGH ASHER  
AGED 72 YEARS  
S/O LATE SURSINGH JAIRAM ASHER,  
RESIDING AT FLAT NO. 13G, CHAKOLAS WATERSCAPES,  
THEVARA, KOCHI - 682 013.
- 2 RAJESH GIRDHARDAS ASHER,  
AGED 70 YEARS  
S/O LATE GIRDHARDAS JAIRAM ASHER, RESIDING AT  
FLAT NO.22, CENTURY TERRACE, KADAVANTHARA,  
KOCHI, PIN - 682020.
- 3 HEMANGI B. ASHER,  
AGED 65 YEARS  
W/O BHARAT S ASHER, RESIDING AT APARTMENT NO.13G,  
CHACKOLAS, WATERSCAPES, THEVARA, KOCHI, PIN -  
682013.

BY ADVS.  
SRI.P.MARTIN JOSE  
SRI.P.PRIJITH  
SRI.THOMAS P.KURUVILLA  
SRI.R.GITHESE  
SHRI.AJAY BEN JOSE  
SRI.MANJUNATH MENON  
SMT.ANNA LINDA EDEN



2026:KER:50011

A.R.No.292 of 2025

2

SHRI.HARIKRISHNAN S.  
SMT.ANAVADYA SANIL KUMAR  
SMT.ANJALI KRISHNA  
SHRI.ABHINAV P. S.

RESPONDENTS :

SMT. RUPA PRAVEEN ASHER,  
AGED 74 YEARS  
RESIDING AT CENTURY TERRACE, FLAT NO. 41,  
YUVAJANA SAMAJAM ROAD, KADAVANTHRA, PIN - 682020

BY ADVS.  
SHRI.MOHAN JACOB GEORGE  
SMT.P.V.PARVATHY (P-41)  
SMT.REENA THOMAS  
SMT.NIGI GEORGE  
SHRI.ANANTHU V.LAL  
SHRI.BRAHMA R.K.  
SHRI.ANTONY THOMAS MOHAN  
SMT.FABI ABDUL LATHEEF

OTHER PRESENT :

ADV S SREEKUMAR, SR

THIS ARBITRATION REQUEST HAVING COME UP FOR  
ADMISSION ON 19.06.2026, THE COURT ON 08.07.2026 PASSED  
THE FOLLOWING:



2026:KER:50011

A.R.No.292 of 2025

3

[CR]

**S.MANU, J.**

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**A.R.No.292 of 2025**  
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Dated this the 08<sup>th</sup> day of July, 2026

**ORDER**

Petitioners have approached this Court seeking nomination of an Arbitrator to resolve the disputes amid them and the respondent in accordance with Clause 22 of Annexure-I reconstituted partnership deed dated 29.01.2009.

2. Summary of the facts stated in the memorandum of arbitration request is as under:-

The petitioners and the respondent were partners of M/s.Jairam and Sons, a registered partnership firm having its principal place of business at Willingdon Island, Kochi. Petitioners 1 and 2 were the managing partners of the firm. The firm was in existence since 1982 as a registered entity. The partners were family members. Annexure-I reconstituted partnership deed was



2026:KER:50011

A.R.No.292 of 2025

4

executed on 29.01.2009. The respondent as also her husband, late Sri.Praveen Babubhai Asher, were partners of the firm as evident from Annexure-I. Later, husband of the respondent expired on 23.07.2014. Another partner expired on 23.07.2017. Petitioners allege that subsequent to the demise of her husband, the respondent adopted a non-co-operative and obstructive approach towards the management and functioning of the partnership firm. Relying on clause 17 of Annexure-I partnership deed, petitioners contend that on the death of a partner, the partnership deed has to be reconstituted with existing partners. Only if the partners decide to include legal heir/legal heirs of the deceased partner, the reconstitution will be with such newly inducted and surviving partners. They further state that due to non-co-operation from the respondent, despite the demise of two partners, reconstitution of the partnership could not be resorted to. The partnership firm was prevented from submitting annual returns due to the willful non-co-operation of the respondent.



2026:KER:50011

A.R.No.292 of 2025

5

3. Therefore on 09.03.2017, the petitioners 1 and 2, for compliance pertaining to the Customs Department, reconstituted partnership deed. On 24.07.2017, petitioners along with wife of the 2<sup>nd</sup> petitioner reconstituted the partnership deed for compliance requirements pertaining to the Shipping Corporation of India, Cochin Port Trust and in connection with the requirements in banks. They were ready and willing to execute a properly reconstituted partnership deed with the respondent. However, the respondent declined to co-operate. It is also alleged that the respondent issued multiple e-mails and legal notices raising baseless allegations of mismanagement to the petitioners. The respondent approached police authorities against the petitioners, leading to registration of Crime No.625 of 2024 of Harbour Police Station. Petitioners state that due to the registration of the crime at the instance of the respondent and issues caused by the non-co-operation and hostile attitude of the respondent, the firm sustained huge business-related losses. In



2026:KER:50011

A.R.No.292 of 2025

6

order to resolve the disputes between the petitioners and the respondent, the petitioners issued Annexure-III notice dated 14.08.2025, invoking the arbitration clause in Annexure-I partnership deed, proposing the appointment of an Arbitrator. Names of two retired Judges of this Court were proposed in the notice. However, despite receipt of the notice, the respondent did not co-operate for arbitration. She did not send any reply to Annexure-III notice. Hence, the arbitration request was filed.

4. The respondent entered appearance and filed counter affidavit objecting the nomination of Arbitrator and contradicting all allegations raised against her by the petitioners. It is stated in the counter affidavit that the arbitration request is not accompanied by the original arbitration agreement or a duly certified copy thereof. Hence, the respondent contends that the arbitration request is liable to be rejected in view of the provisions of the 'Scheme for Appointment of Arbitrators by the Chief Justice of High Court of Kerala, 1996' [hereafter referred as



2026:KER:50011

A.R.No.292 of 2025

7

the 'scheme'] and also in view of the provisions of the Arbitration and Conciliation Act 1996. Further, the respondent alleges that the petitioners have been carrying on the business and arrogating the profits to themselves since the year 2017. The respondent alleges that the petitioners have been sharing profits to another person and this is evident from the documents produced along with the counter affidavit. It is also pointed out that the partnership deeds, which are claimed by the petitioners to be the reconstituted partnership deeds, do not include the respondent as a party. Therefore, the petitioners are blowing hot and cold by relying on Annexure-I to initiate the arbitration proceedings. It is further stated that the only intention of the petitioners is to defend the criminal proceedings initiated against them under the guise of pendency of arbitration proceedings. The respondent denies that there was any obstructive approach or non-co-operative attitude from her part. The petitioners have not paid any share of profits of the firm to the respondents since



the year 2014. False documents were prepared by the petitioners to exclude the respondent and to deny her due share in the profits of the firm. She, therefore, contended that the arbitration request is filed without any bonafides and the only intention is to escape from the criminal proceedings.

5. Heard Sri.S.Sreekumar, learned Senior Counsel appearing for the petitioners and Sri.Mohan Jacob George, the learned counsel for the respondent.

6. I shall begin the discussion by outlining the objections raised by the respondent. The learned counsel for the respondent submitted that under the scheme for appointment of Arbitrators framed by the High Court, production of original of the arbitration agreement or a duly certified copy thereof is compulsory. He submitted that the arbitration request is liable to be rejected if it is not accompanied by the original of the agreement or the duly certified copy thereof. He pointed out that the agreement produced along with this arbitration request is not



original. He contended that the copy produced cannot be recognized as a duly certified copy as mentioned in the scheme. He therefore contended that without entering into the merits of the matter, the arbitration request be dismissed. The learned counsel further submitted that the petitioners have prayed for appointment of a sole Arbitrator. He submitted that the clause in Annexure-I relied on by the petitioners contemplates arbitration by two Arbitrators, one to be appointed by each party to the dispute and, in the event of their disagreement, by an Umpire appointed by the Arbitrators or, in the event of their default, by the parties themselves. He therefore argued that the clause speaks about appointment of two Arbitrators, one by each party, and hence the prayer for appointment of a sole Arbitrator is inconsistent with the arbitration clause in Annexure-I. The learned counsel further submitted that the arbitration clause in Annexure-I is inconsistent with Section 10 of the Arbitration and Conciliation Act. He therefore contended that the arbitration



2026:KER:50011

A.R.No.292 of 2025

10

clause is invalid and the same cannot be relied on for the purpose of appointment of Arbitrator as sought in this arbitration request.

7. Further the learned counsel submitted that absolutely there is no bonafides in the arbitration request as the attempt of the petitioners is obviously to defend the criminal proceedings initiated against them, claiming that arbitration proceedings are pending pertaining to the disputes between the petitioners and the respondent. The learned counsel further submitted that the respondent was treated unjustly by the petitioners and she was excluded from the partnership firm by resorting to manipulations. She was denied her due share in the profits. The petitioners inducted another partner and shared the profits with the said partner. He submitted that the petitioners have undoubtedly committed various serious offences and if arbitral proceedings are commenced, the same would defeat the criminal prosecution proceedings pending against the petitioners.



2026:KER:50011

A.R.No.292 of 2025

11

8. The learned counsel relied on the judgment of the Hon'ble Supreme Court in **Narayan Prasad Lohia v. Nikunj Kumar Lohia and Others** [(2002) 3 SCC 572] in support of his contention regarding inconsistency of the arbitration clause in the agreement with the provisions of Section 10 of the Arbitration and Conciliation Act. He cited the judgment in **Citibank, N.A. v. TLC Marketing PLC and Another**[(2008) 1 SCC 481] also in this connection. The learned counsel also referred to the judgment in **Enercon (India) Limited and Others v. Enercon Gmbh and Another**[(2014) 5 SCC 1] to buttress his contentions in this regard.

9. The learned Senior Counsel for the petitioner submitted that the objections raised by the respondent are without any substance. The learned Senior Counsel submitted that though the scheme framed by the High Court under Section 11(10) of the Arbitration and Conciliation Act insists that the request shall be in writing and accompanied by the original



2026:KER:50011

A.R.No.292 of 2025

12

arbitration agreement or a duly certified copy thereof, the same does not mean that certification of the copy shall be by a public authority. He submitted that arbitration agreements are private documents in most of the cases and there is no specified authority who can certify such an agreement. He submitted that the original of Annexure-I is not with the petitioner. However, a true copy has been produced and, in the affidavit, filed along with the arbitration request, it has been averred that the Annexures produced are the true copies of the original documents. Further, he submitted that the petitioners have stated in the additional affidavit that the original of Annexure-I was in the custody of late Sri.Pravin Babubhai Asher, husband of the respondent. After his demise, the original is in the custody of the respondent. They further stated in the affidavit that Annexure-I produced along with the memorandum of arbitration request is the true copy of the partnership deed. The learned Senior Counsel contended that, in the case of a private



2026:KER:50011

A.R.No.292 of 2025

13

document, no certified copy can be issued by any authority. He made reference to Sections 74 and 75 of the Evidence Act, corresponding to Section 74 of BSA and submitted that a partnership deed in the nature of Annexure-I is a private document and hence no certification by any public authority is possible in the case of such a document. He argued that in the case of such documents, certification by the party that the same is a true copy of the original would be sufficient, as otherwise the party will be deprived of the right to approach the Court for reference under Section 11 of the Arbitration and Conciliation Act.

10. Responding to the contention that the agreement contemplates arbitration by an even number of Arbitrators and the prayer in this arbitration request is for appointment of a sole Arbitrator, the learned Senior Counsel submitted that the relief was moulded in such a fashion, taking note of the provisions of Sections 10 and 11 of the Arbitration and Conciliation Act and



also keeping in mind that no procedure for appointment of Arbitrators have been agreed by the petitioners and the respondent. He also submitted that if this Court finds that the Arbitrators can be nominated only in accordance with the relevant clause in Annexure-I, this Court may nominate two Arbitrators. Therefore, he submitted that merely for the reason that the prayer in the arbitration request is for nominating a sole Arbitrator, the arbitration request cannot be held to be inappropriate. The learned Senior Counsel also submitted that the inquiry by the Court under Section 11 of the Arbitration and Conciliation Act should be confined as to whether there is an arbitration agreement or not. If the Court is satisfied with the prima facie existence of an arbitration agreement, binding the parties, then the dispute is liable to be referred for arbitration. All remaining matters can be decided by the Arbitrator. The learned Senior Counsel also contended that the respondent has initiated criminal prosecution proceedings against the petitioners without



2026:KER:50011

A.R.No.292 of 2025

15

any justification. He submitted that the rival contentions of the parties pertaining to the merits of the matter need not be analysed by this Court, once the Court is satisfied that there is an arbitration agreement and there are disputes between the parties. He relied on the judgment in **M.M.T.C. Ltd. v. Sterlite Industries (India) Ltd.** [(1996) 6 SCC 716] to contend that an arbitration agreement, specifying an even number of Arbitrators cannot be a ground to render the arbitration agreement invalid.

11. I have carefully appreciated the contentions of both sides. I am of the view that serious disputes have arisen between the parties and many of the contentions raised during the course of arguments and also in the pleadings are beyond the perimeter of the restricted inquiry under Section 11 of the Arbitration and Conciliation Act. The task of the Court exercising the power under Section 11 of the Act is guided by Section 11(6A). The Hon'ble Supreme Court, in a catena of decisions has clearly laid down that the referral court has to adhere to the provisions of



2026:KER:50011

A.R.No.292 of 2025

16

Section 11(6A) while dealing with an arbitration request. If the contentions of the parties in this arbitration request are viewed from the said perspective, it should be noted that there is no quarrel with regard to the fact that there was a partnership deed and it contained an arbitration clause. Though the respondent raises a contention that the original of the partnership deed or a duly certified copy has not been produced along with the memorandum of arbitration request, the respondent has no case that the copy produced is not of the original partnership deed. The respondent also has no case that the arbitration clause in Annexure-I is not genuine. That being so, the next aspect to be considered is as to whether the arbitration request is liable to be rejected for the reason that the original agreement or a '*duly certified copy thereof*', has not been produced along with the memorandum of arbitration request.

12. The learned counsel for the respondent is perfectly right in pointing out that the Scheme for Appointment of



Arbitrators by the Chief Justice of High Court of Kerala, 1996, insists that an arbitration request shall be in writing and be accompanied by the original arbitration agreement or a "duly certified copy" thereof and also an affidavit supported by the relevant documents to the effect that the condition to be satisfied under sub-section (4) or sub-section (5) or sub-section (6) of Section 11, as the case may be, before making the request to the Chief Justice, has been satisfied. For clarity, I extract the relevant paragraph of the scheme hereunder: -

**"2. Submission of the request.** (1) The request to the Chief Justice under sub-section (4) or sub-section (5) or sub-section (6) of Section 11 shall be made in writing, and shall be accompanied by-

- (a) the original arbitration agreement or a duly certified copy thereof, and
- (b) an affidavit, supported by the relevant documents, to the effect that the condition to be satisfied under sub-section (4) or sub-section (5) or sub-section (6) of Section 11, as the case may be, before making the request to the Chief Justice, has been satisfied.

....."



2026:KER:50011

A.R.No.292 of 2025

18

13. Undoubtedly, the scheme also contemplates rejection of a request made by any party if it is not in accordance with the provisions of the scheme. However, the expression employed is that the Chief Justice or the person or the institution designated by him 'may reject it'. The learned counsel is also correct in making the submission that the Kerala Arbitration and Conciliation (Court) Rules, 1997 refers to the scheme and therefore the scheme has been made part of the Rules by incorporation through reference.

14. Nevertheless, the pertinent issue to be considered in view of the rival submissions made in this regard is as to how should the expression 'duly certified copy thereof' employed in paragraph 2 of the scheme shall be construed.

15. It is clear from Section 7 of the Arbitration and Conciliation Act that there is no particular form prescribed for an arbitration agreement. Section 7 reads as under:-



**"7. Arbitration agreement.—**(1) In this Part, "arbitration agreement" means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing.

(4) An arbitration agreement is in writing if it is contained in—

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication including communication through electronic means which provide a record of the agreement; or

(c) an exchange of statements of claim and defence in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration agreement if the contract is in writing and the reference is such as to make that arbitration clause part of the contract."

16. The stipulation under Section 7(2) is that an arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement. Sub-section (3) specifies that an arbitration agreement shall be in writing. Nevertheless, sub-section (4) provides that an arbitration



agreement is in writing in the following situations: -

- 1) If it is contained in a document signed by the parties.
- 2) If it is contained in an exchange of letters, telex, telegrams or other means of communication (including communication through electronic means) which provide a record of the agreement.
- 3) If it is contained in an exchange of statements of claim and defence, in which the existence of the agreement is alleged by one party and not denied by the other.

Therefore, an arbitration agreement can be inferred in a variety of scenarios including communication through electronic means which provide a record of the agreement. It can even be inferred from exchange of statement of claims and defence. Consequently, it is not the mandate of the Act that the arbitration agreement shall be inevitably in the usual format of an agreement in writing. The scheme has been framed to



facilitate filing of applications for reference under Section 11 of the Act and hence the references in the scheme to “arbitration agreement” shall be understood bearing in mind the distinctive features of the provisions of Section 7 of the Act outlined above.

17. In my view, the requirement under the scheme that the arbitration request shall be accompanied by original of the agreement or a duly certified copy thereof has to be understood taking note of the fact that there is no particular format prescribed under the Arbitration and Conciliation Act. Therefore, if it is insisted that the expression '*duly certified copy thereof*', in paragraph 2 of the scheme unvaryingly contemplates certification by a public authority, the same would be against the spirit of Section 7 of the Act.

18. As rightly pointed out by the learned Senior Counsel for the petitioners, an arbitration agreement need not be necessarily a public document. The agreement may be a public document in some cases. Nevertheless, in large number of cases,



the agreements will fall only within the scope of the expression 'private documents' as mentioned in Section 74 and 75 of the Evidence Act corresponding to Section 74 of BSA. In such situations there cannot be any certification of a copy of the agreement by a public authority. Therefore, the expression "duly certified copy thereof" employed in paragraph 2(1)(a) of the Scheme, in the case of private agreements, can only mean copies duly attested by the parties to the agreement or their counsel.

19. Nevertheless, to ensure authenticity, appropriate measures can be insisted by the Registry. If the original or a copy certified by any public authority is not produced, it can be insisted that the party should state in the affidavit to be filed along with the memorandum of arbitration request, as stipulated under paragraph 2(1)(b) of the scheme, that the copy of the arbitration agreement produced is a true copy of the original agreement. It can also be insisted that the party should state in



the affidavit the reason for non-production of the original or a copy certified by any public authority. If the party complies with these requirements and the party himself or the counsel certifies the copy of the arbitration agreement produced, the requirement under paragraph 2(1)(a) of the scheme can be deemed to have been fulfilled.

20. It is also pertinent to note that if the respondents do not dispute the existence of the arbitration agreement, no earnest purpose would be served by insisting that the petitioner should produce the original of the agreement or a copy certified by a public authority while lodging the arbitration request. Likewise, there may be cases in which the original of the agreement may in the custody of the respondent/respondents in the arbitration request. If arbitration requests are not taken on file for want of production of original of the agreements or copies certified by a public authority thereof even when the opposite party may not have any dispute regarding the genuineness of the



copy produced or when the original is in the custody of the opposite party, the avowed object of promoting arbitration as a robust alternative dispute resolution mechanism will be frustrated. The sublime intention of the law of arbitration is to promote settlement of disputes through the alternative mechanism of arbitration in a more effective and speedy manner. Limited intervention by the courts at all stages is an acknowledged feature of arbitration. Termination of arbitral proceedings in the prenatal stage by the referral courts exercising constricted jurisdiction whimsically, citing procedural imperfections, is therefore undesirable.

21. It is also relevant to note that rejection of the request as mentioned in paragraph 6 of the scheme is not mandatory.

The paragraph is extracted hereunder for ready reference;-

**"6. Rejection of request.** - Where request made by any party under paragraph 2 is not in accordance with the provisions of this Scheme, the Chief Justice or the person or the institution designated by him may reject it."



Using of the expression "may" in paragraph 6 is significant and it denotes that even in case of non-compliance of the requirements under Paragraph 2, discretion is still available to the court. Hence, I reject the contention of the respondent that the arbitration request is liable to be rejected for non-production of the original/duly certified copy of the arbitration agreement.

22. In the case in hand, as already noticed, the respondent has no contention that there was no such partnership deed or Annexure-I produced is a fabricated document. In other words, there is no dispute regarding the genuineness of the arbitration agreement. In such a situation, if the arbitration request is rejected for the sole reason that the original of the arbitration agreement or a duly certified copy thereof has not been produced, the same would result in travesty of justice. Resolution of disputes between the petitioners and the respondent is essential in the interest of both sides. When there is no quarrel regarding the genuineness of the arbitration



agreement between the parties and yet the arbitration request is rejected for non-production of original of the agreement or a copy certified by a public authority, it will be inconsistent with the objectives of the Act itself.

23. Likewise, though the prayer in this arbitration request is for appointment of a sole Arbitrator it need not be rejected for that reason. The arbitration clause in Annexure-I envisages arbitration by two Arbitrators, one each nominated by both sides. At first blush, it may appear that the said clause is inconsistent with Section 10 of the Arbitration and Conciliation Act. However, as rightly argued by the learned Senior Counsel for the petitioners, in view of the law laid down in **M.M.T.C. Ltd.** (supra), the arbitration clause cannot be held unenforceable for the sole reason that an even number of Arbitrators is specified in the arbitration clause.

24. It is apposite to refer to the following paragraph of the judgment in **M.M.T.C. Ltd.** (supra) in this connection:



“7. Chapter II of the New Act contains Sections 7 to 9 under the heading ‘Arbitration Agreement’. Chapter III under the heading ‘Composition of Arbitral Tribunal’ contains Sections 10 to 15.

8. Sub-section (3) of Section 7 requires an arbitration agreement to be in writing and sub-section (4) describes the kind of that writing. There is nothing in Section 7 to indicate the requirement of the number of arbitrators as a part of the arbitration agreement. Thus, the validity of an arbitration agreement does not depend on the number of arbitrators specified therein. The number of arbitrators is dealt with separately in Section 10 which is a part of machinery provision for the working of the arbitration agreement. It is, therefore, clear that an arbitration agreement specifying an even number of arbitrators cannot be a ground to render the arbitration agreement invalid under the New Act as contended by the learned Attorney General.”

The Apex Court has unequivocally held that an arbitration agreement cannot be held invalid for the mere reason that an even number of arbitrators was specified in it.

25. Moreover, the arbitration clause in Annexure-I also speaks about nomination of a third Arbitrator as Umpire in the case of difference of opinion between the two Arbitrators. It is also to be noted that the learned Senior Counsel for the



petitioners submitted that though the relief sought is for appointment of a sole Arbitrator, this Court may nominate two Arbitrators in tune with the arbitration clause in the agreement. Hence, I don't find merit in the contention raised by the respondent with respect to the number of Arbitrators mentioned in the arbitration clause being inconsistent with Section 10 of the Act.

26. The learned counsel for the respondent vehemently contended as noted in the previous paragraphs that this arbitration request has been filed without any bonafides and it is only an attempt to defeat the criminal proceedings initiated at the instance of the respondent. There are undeniably serious disputes between the parties. Hence the petitioners seek appointment of an Arbitrator. They have invoked the arbitration clause in Annexure-I agreement. It may be true that a crime has been registered against the petitioners. However, for the sole reason that criminal prosecution is pending against the



petitioners, it cannot be contended that the arbitration proceedings are barred. Pendency of arbitration proceedings need not impede the investigation against the petitioners and resultant proceeding if any also. Hence, for the reason that a crime has been registered against the petitioners also, this arbitration request is not liable to be rejected.

27. Rival contentions of the parties regarding the merits of the disputes among them are not liable to be examined in detail by this Court in a proceeding under Section 11 of the Arbitration and Conciliation Act. Those are matters to be decided on the basis of evidence. Adjudication on merits is strictly within the realm of arbitral proceedings and hence I do not venture to comment upon the contentions pertaining to merits of the core disputes between the parties advanced by both sides during the course of hearing.

28. Having found prima facie that there is an arbitration agreement between the parties, this Court has to necessarily



nominate Arbitrators to resolve the disputes between the parties. The arbitration request is therefore allowed. The following directions are issued: -

- (i) The Kerala High Court Arbitration Center is directed to nominate two Arbitrators from Panel III in tune with the arbitration clause in Annexure-I partnership deed to adjudicate the disputes between the petitioners and the respondents pertaining to the said partnership deed as also all matters arising thereunder.
- (ii) The learned Arbitrators may entertain all issues between the parties in connection with the said Agreement, including questions of jurisdiction and limitation, if any, raised by the parties. All contentions of the parties are left open and they are at liberty to raise their claims and counterclaims, if any, before the learned Arbitrators, in accordance with law.
- (iii) The Registry shall communicate the substance of this order to the Kerala High Court



Arbitration Centre within ten days and the Centre shall inform the learned Arbitrators within a further period of one week and shall obtain duly signed Form 3 as required under Rule 20(4) of the Kerala High Court (Arbitration Centre) Rules, 2025 and forward the same to this Court.

- (iv) Upon receipt of the Form 3, the Registry shall issue a certified copy of this order with a copy of the Form 3 appended to the Kerala High Court Arbitration Centre. The original of the Disclosure Statement shall be retained by the Kerala High Court Arbitration Centre.
  
- (v) The fees of the learned Arbitrators of the Kerala High Court Arbitration Centre shall be governed by Rule 28 of the Kerala High Court (Arbitration Centre) Rules, 2025. The manner in which the fees and costs payable by the parties shall be governed by Rule 27 of the Kerala High Court (Arbitration Centre) Rules, 2025.



2026:KER:50011

A.R.No.292 of 2025

32

(vi) If the learned Arbitrators need the assistance of an expert, then they are at liberty to seek such assistance in the course of the arbitration proceedings.

29. It is clarified that the observations and conclusions in this order pertaining to production of original of the arbitration agreement or duly certified copy thereof are made wholly in the context of the said requirement under the Scheme for Appointment of Arbitrators by the Chief Justice of High Court of Kerala, 1996.

Registry shall take note of the observations in paragraph 19 of this order.

Sd/-

**S.MANU  
JUDGE**

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2026:KER:50011

A.R.No.292 of 2025

33

APPENDIX OF AR NO. 292 OF 2025

PETITIONERS' ANNEXURES

Annexure I	TRUE COPY OF THE RECONSTITUTED PARTNERSHIP DEED DATED 29.01.2009
Annexure II	TRUE COPY OF FIR IN CRIME NO. 625/2024 OF HARBOUR POLICE STATION
Annexure III	TRUE COPY OF LEGAL NOTICE DATED 14.08.2025 PROPOSING TO APPOINT THE ARBITRATOR
Annexure IV	TRUE COPY OF ACKNOWLEDGEMENT CARD DATED 18.08.2025 SHOWING THE RECEIPT OF ANNEXURE-III LEGAL NOTICE ON 16.08.2025 BY THE RESPONDENT
Annexure V	TRUE COPY OF JUDGMENT DATED 16-12-2025 IN AR NO.221 OF 2025 OF THIS COURT

RESPONDENT'S EXHIBITS

Annexure-R1 (a)	Copy of Partnership Deed dated 09.03.2017
Annexure-R1 (b)	Copy of Partnership Deed dated 24.07.2017.
Annexure-R1 (c)	Copy of a recent Indemnity deed dated 22/06/2024 executed by the petitioner 2 to 4 along with another partner
Annexure-R1 (d)	Copy of the relevant portion of the balance sheet of the 1 st Petitioner for the year ended 31.03.2023 submitted to the Income Tax authorities by the Petitioners (shown to the Respondent by the police during investigation of the crime for clarification)
Annexure-R1 (e)	Copy of the relevant portion of the balance sheet of the 1 st Petitioner for the year ended 31.03.2024 submitted to



2026:KER:50011

A.R.No.292 of 2025

34

the Income Tax authorities by the Petitioners (shown to the Respondent by the police during investigation of the crime for clarification)

Annexure-R1 (f)

Copy of the Indian Income Tax Return Acknowledgment of the 1st Petitioner for the Assessment Year 2024- 25 similarly shown by the police to this Respondent digitally signed by the 2 nd Petitioner