

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G SPetition(s) for Arbitration No(s). 8/2026

OT TECHNOLOGY INC

Petitioner(s)

VERSUS

HDFC BANK LIMITED

Respondent(s)

Date : 02-02-2026 This petition was called on for hearing today.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE JOYMALYA BAGCHIFor Petitioner(s) : Mr. Ashish Kabra, Adv.
Ms. Anindita Mitra, AORFor Respondent(s) : Mr. Aseem Chaturvedi, Adv.
Mr. Ravitej Chilumuri, Adv.
Mr. Shivank Diddi, Adv.
Ms. Radhika Kulkerni, Adv.
M/S. Khaitan & Co., AOR

UPON hearing the counsel the Court made the following

O R D E R

1. We have heard learned counsel for the parties and minutely perused the record.

2. This petition under Section 11(6) of the Arbitration and Conciliation Act, 1996 (Act), seeks the appointment of a sole arbitrator in accordance with Clause 17.3 of the Master Agreement dated 09.12.2021, read with the Service Order Agreement dated 26.02.2023, executed between the parties. The Petitioner herein is a company providing wide-ranging digital services based out of Atlanta, Georgia, USA, whereas the Respondent is an Indian banking company having its registered office in Mumbai.

3. The Master Agreement and the Service Order Agreement have been executed between the parties in furtherance of a commercial transaction between them, whereby the OneTrust Group of Companies, of which the Petitioner is a member, agreed to provide the 'Consent and Preference Management' module to the Respondent. While the Master Agreement is the broader agreement governing the commercial relationship between the parties, the Service Order Agreement is a subordinate contract for a specific stratum of services ordered by the Respondent. As per Clause 1 of the Service Order Agreement, the latter is "subject to and expressly conditional upon" the former agreement.

4. It appears that in February 2025, disputes arose between the parties when the Respondent sent a communication to the Petitioner, terminating the Service Order Agreement. While the Petitioner contested the purported termination, it also raised an invoice dated 27.03.2025 for payment of USD 417,795 (appx. Rs. 3.825 crores) upon the Respondent.

5. Raising a claim on the unpaid invoice, as mentioned above, the Petitioner issued a Dispute Notice dated 11.08.2025, followed by a Notice of Arbitration dated 24.09.2025, *inter alia*, invoking arbitration and proposing the names of three practitioners as arbitrators.

6. However, the subsequent failure on behalf of the parties to reach a consensus with respect to the appointment of the arbitrator has prompted the Petitioner to approach this Court.

7. Learned counsel for both parties have fairly acknowledged that the arbitration agreement contained in the Master Agreement, which is incorporated by reference into the Service Order Agreement, provides for the arbitration to be governed by the Arbitration and Conciliation Act, 1996, notwithstanding whether the substantive provisions of the contract are governed by Australian law. The agreement, further, provides that the seat of arbitration shall be Mumbai, India.

8. Keeping in view the above facts and circumstances and the relevant provision(s) under the subject agreements, especially the fact that the arbitration is to take place in Mumbai, India and that it would be procedurally governed by the Arbitration and Conciliation Act, 1996, we deem it just and proper to appoint an arbitrator of Indian origin. Hence, the instant Arbitration Petition is allowed and Justice K.R. Shriram, former Chief Justice of the Madras High Court and Rajasthan High Court is appointed as the sole arbitrator to resolve the disputes between the parties.

9. In accordance with the agreement entered into between the parties, the proceedings shall be seated and take place in Mumbai, Maharashtra, India.

10. It goes without saying that, keeping in view that the substantive contracts forming the subject matter of the dispute are governed by Australian law, the learned sole arbitrator shall be at liberty to engage such domain experts as he may deem necessary for just and complete adjudication of the subject dispute(s).

11. The Arbitrator shall have the liberty to fix his own remuneration/fees. Initially, the remuneration/fees of the arbitrator shall be borne by the petitioner. Ordered accordingly.

12. Pending interlocutory applications, if any, shall stand closed.

(NITIN TALREJA)
ASTT. REGISTRAR-cum-PS

(PREETHI T.C.)
ASSISTANT REGISTRAR