



ARBITRATION AND CONCILIATION

Pre-Agreed Online Dispute Resolution Clause Prevails – Amit Chaurasia v. ICICI Bank Limited

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In a concise yet telling order dated 10 December 2025, the Bombay High Court (Somasekhar Sundaresan, J.) has reaffirmed the primacy of party autonomy in Online Dispute resolution platform arbitration while simultaneously nudging litigants towards consensual settlement. Arbitration Petition (L) No. 35627 of 2025, titled Amit Chaurasia v. ICICI Bank Limited, 2025: BHC-OS:24269, began as a challenge to the very existence of an arbitration agreement and ended with a direction to explore mediation at the Court's own centre, highlighting the judiciary's twin objectives of enforcing bargains and de-clogging dockets.

The petitioner, an individual borrower, had accepted a credit facility from ICICI Bank. The sanction letter carried a web-link to the bank's "Terms and Conditions", which provides that any dispute shall be resolved exclusively through the bank's Online Dispute Resolution Agency (ODRA). The clause contemplates a two-step process: mandatory conciliation followed, if unsuccessful, by arbitration conducted by the same ODRA. After a dispute arose, the ODRA issued three electronic intimations ie., conciliation notice, failure-of-conciliation report, and arbitration commencement notice, all of which were admittedly received by Chaurasia. Instead of participating, he moved the High Court under Sections 14 and 15 of the Arbitration and Conciliation Act, 1996, contending that there was never any consensus on the identity of the arbitrator and that the ODRA, being an internal body, lacked the independence contemplated by the statute.

The Court addressed whether an arbitration agreement existed; whether pre-agreed institutional appointment amounted to absence of consensus; and whether the dispute deserved a shot at mediation. The learned judge held that acceptance of the facility after notice of the web-link, coupled with failure to object to successive ODRA intimations, constituted implied acceptance under Section 7. He also held that an institution pre-named by the parties is not ipso facto biased or an agreement without consent; it is the contractual choice that the statute strives to honour.

Having rejected the substantive prayer, the Court nevertheless recognised that the monetary stakes were modest and that counsel for both sides had expressed an "openness to explore settlement". In exercise of its inherent powers the Court directed the parties to appear before the Main Mediation Centre, Bombay High Court, by 4 p.m. on 12 December 2025

The petition was thus disposed of with a dual message: commercial contracts that institutionalise dispute resolution will be jealously guarded against belated challenges, yet the judiciary will actively facilitate negotiated closure where both sides are willing. For practitioners, the judgment is a reminder that autonomy and access to justice are not adversarial ideals; properly managed, they can coexist within the same proceeding.

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