



CNR: KAHC010371152026

NC: 2026:KHC:54030
CMP No. 268 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

CIVIL MISC. PETITION NO. 268 OF 2026

BETWEEN:

M/S AAKASH AND CO
A PROPRIETORSHIP FIRM REPRESENTED BY ITS
PROPRIETOR,
MR. ASHISH GUPTA
HAVING ITS OFFICE AT A-9/0700A,
7TH FLOOR, E BLOCK, GD-ITL NORTHEX TOWER,
PITAMPURA, NETAJI SUBHASH PLACE,
DELHI-110 034.

...PETITIONER

(BY SRI. SHYAM HARINDRA., ADVOCATE)

AND:

FLIPKART INDIA PRIVATE LIMITED
A COMPANY INCORPORATED UNDER THE
PROVISIONS OF THE COMPANIES ACT, 2013
HAVING ITS REGISTERED OFFICE AT
BUILDINGS ALYSSA, BEGONIA AND CLOVER,
EMBASSY TECH VILLAGE, OUTER RING ROAD,
DEVARABEESANAHALLI VILLAGE
BENGALURU 560 103.
REPRESENTED BY ITS DIRECTORS
MR. PRABHU BALASRINIVASAN,
MR. BANKIM CHANDRA SHAH
AND MR. ROHIT MUSADDI

...RESPONDENT

(RESPONDENT SERVED)

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA





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THIS CMP IS FILED U/S. 11(5) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT AN ARBITRATOR TO ADJUDICATE/RESOLVE THE DISPUTES BETWEEN THE PETITIONER AND THE RESPONDENT IN CONNECTION WITH THE SUPPLY AGREEMENT DATED 27.02.2019 PRODUCED AT ANNEXURE - B, ARBITRATION CLAUSE UNDER THE CLAUSE 18.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

ORAL ORDER

1. This petition is filed under Section 11(5) of the Arbitration and Conciliation Act, 1996 (for short, "the Act"), seeking appointment of a sole Arbitrator for adjudication of the disputes that have arisen between the parties under the Supply Agreement dated 27.02.2019, particularly in terms of Clause 18 thereof, produced at Annexure-B.

2. It is the case of the petitioner that, the petitioner, a registered MSME proprietorship concern engaged in trading and supply of footwear, entered into a Supply Agreement dated 27.02.2019 with the respondent, Flipkart



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India Private Limited, for supply of Lee Cooper footwear on agreed commercial terms, including marketing support and 45-day credit period, with an arbitration clause providing for arbitration at Bangalore. Between September and December 2023, the respondent placed substantial purchase orders, pursuant to which the petitioner procured goods, arranged warehousing and logistics and supplied approximately 45,450 pairs of footwear having net MRP value of Rs.12,90,60,150/- and net sale value of Rs.7,40,64,331/-, thereby becoming entitled to aggregate actual marketing support of Rs.1,02,33,775/-. The respondent, however, failed to provide delivery slots, allowed purchase orders for more than 12,350 pairs to lapse and failed to issue formal purchase orders for 8,800 pairs. In May 2024, the respondent raised three debit notes aggregating to Rs.1,65,00,000/- towards alleged marketing incentives and deductions, which the petitioner contends are arbitrary and illegal. In a meeting dated 16.07.2024, the respondent agreed to release



Rs.28,00,000/- as interim relief towards excess deductions, but the same was not released. The petitioner claims Rs.62,66,225/- towards principal and Rs.31,36,121/- towards statutory interest under the MSMED Act. Therefore, disputes arose between the parties in relation to the said Supply Agreement.

3. As the disputes arose between the parties, the petitioner, invoking the arbitration clause contained in the Supply Agreement, issued a notice dated 01.04.2026 vide Annexure-L to the respondent, under Section 21 of the Act. The said notice was served on the respondent. The said arbitration clause 18 reads as under:

"18. ARBITRATION

(a) If any dispute arises between the Parties hereto, during the subsistence or after the Term of the Agreement, in connection with this Agreement, the Parties hereto shall endeavour to settle such disputes amicably.



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(b) In case the Parties fail to settle such disputes within a period of 30 days from reference above, either Party shall refer the disputes to an Arbitrator mutually appointed by the Parties.

(c) The Arbitration proceedings shall be conducted in Bangalore, and the same shall be governed by the provisions of the Indian Arbitration & Conciliation Act, 1996, or any statutory modification as may be then in force. The Arbitration shall be conducted in English. The order passed by the Arbitrator shall be final and binding upon the Parties."

4. Despite service of the said notice, the respondent did not furnish any response. Hence, the present petition is filed seeking appointment of a sole Arbitrator.

5. Notice issued by this Court has been duly served upon the respondent. However, there is no representation on behalf of the respondent.

6. Having regard to the existence of the arbitration clause contained in the Supply Agreement, which provides for resolution of disputes arising between the parties, and



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the fact that the petitioner has duly invoked the said arbitration clause by issuing notice under Section 21 of the Act, this Court is of the opinion that a Sole Arbitrator is required to be appointed for adjudication of the disputes between the parties.

7. Accordingly, the following:

ORDER

- a) Civil Miscellaneous Petition is **allowed**.
- b) Shri Ravindra M.Joshi, retired District Judge, is appointed as the Sole Arbitrator in the present case to arbitrate the disputes between the parties at the Arbitration and Conciliation Centre (Domestic & International), Bengaluru, as per the Rules governing the said Arbitration Centre.
- c) All the claims and contentions of the parties are left open.
- d) Registry is directed to communicate this order via e-mail to the Arbitration and Conciliation Centre (Domestic & International), Khanija



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Bhavan, Bengaluru, and also to the learned
Sole Arbitrator.

- e) Registry is directed to return all the original documents produced by any of the parties after obtaining Photostat copies of the same.
- f) Parties are directed to appear before the Director, Arbitration and Conciliation Centre, Bengaluru, on **30.10.2026** at 11:30 a.m.

Digitally Signed by NARENDRA PRASAD
HAREKOPPA THIMMANNA GOWDA

(H.T. NARENDRA PRASAD)
JUDGE

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List No.: 1 SI No.: 25