NC: 2024:KHC:52903
CMP No. 71 of 2024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF DECEMBER, 2024

BEFORE

THE HON'BLE MR JUSTICE S SUNIL DUTT YADAV

CIVIL MISC. PETITION NO. 71 OF 2024

BETWEEN:

1. LOUIS DREYFUS COMPANY
INDIA PRIVATE LIMITED
(A COMPANY REGISTERED UNDER
THE PROVISIONS OF THE COMPANIES ACT 1956)
CIN:. U51909DL1997PTC126131
REGISTERED OFFICE AT:
RNM CENTRE 68/2, JANPATH,
NEW DELHI-110 001
CORPORATE OFFICE AT:
ANCHORGAE, 2ND FLOOR,
100/5 RICHMOND ROAD,
BENGALURU-560 025
REPRESENTED BY ITS
AUTHORIZED REPRESENTATIVE
MR. NAGARAJ RAO U L

... PETITIONER

(BY SRI. ABHISHEK B., ADVOCATE FOR
SRI JIDESH KUMAR M D., ADVOCATE)

Digitally signed by PRAKASH N
Location: HIGH COURT OF KARNATAKA

AND:

1. STAR COFFEE LINKS
(PROPRIETORSHIP FIRM)
OFFICE AT:
NO. 1, HODAVADA VILLAGE AND
POST MADIKERI,

MADIKERI, KARANATAKA
INDIA-571 201
REPRESENTED BY ITS PROPRIETOR,
MR ISMAIL KATTANI UMMAR

… RESPONDENT

(RESPONDENT SERVED)

THIS CIVIL MISC. PETITION IS FILED UNDER SECTION 11(5) OF ARBITRATION AND CONCILIATION ACT 1996, PRAYING TO APPOINT AN ARBITRATOR FOR THE PURPOSE OF ADJUDICATING THE DISPUTES BETWEEN THE PETITIONER AND THE RESPONDENT, IN PURSUANCE TO CLAUSE STIPULATED AS (ARBITRATION AND JURISDICTION: BANGALORE) AT PURCHASE CONTRACT NO.P022-350 DATED 29.01.2022 PRODUCED AS ANNEXURE-B1, PURCHASE CONTRACT NO.P022-442 DATED 03.02.2022 PRODUCED AS ANNEXURE-B2, PURCHASE CONTRACT NO.P022-463 DATED 04.02.2022 PRODUCED AS ANNEXURE-B3, PURCHASE CONTRACT NO.P022-521 DATED 08.02.2022 PRODUCED AS ANNEXURE-B4, PURCHASE CONTRACT NO.P022-522 DATED 08.02.2022 PRODUCED AS ANNEXURE-B5, PURCHASE CONTRACT NO.P022-553 DATED 09.02.2022 PRODUCED AS ANNEXURE-B6, IN THE INTEREST OF JUSTICE AND EQUITY.

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

CORAM: HON'BLE MR JUSTICE S SUNIL DUTT YADAV

ORAL ORDER

The petitioner has sought for appointment of Arbitrator in relation to the disputes that have arisen between the petitioner and respondent in pursuance to Clause stipulated as "Arbitration & Jurisdiction: Bangalore"

at the Purchase Contract at Annexure-B1, B2, B3, B4, B5 and B6.

2. The case of the petitioner that Purchase Contract entered into between the petitioner and respondent all relating to supply of coffee beans and as transaction are identical in nature with respect which disputes have arisen, petitioner seeks for reference to arbitration. The Purchase Contract contains a clause stipulated as "Arbitration & Jurisdiction: Bangalore". There is reference to resolve the disputes by Arbitration & Jurisdiction. If it was not the intention, such clause would not have been contended.

3. Even if it is the case that this special form of contracts, allowing of such clause to remain in the Purchase Contract does refer to the intention of the parties to refer the dispute for arbitration. It is to be noticed that notice was sent invoking arbitration clause which petitioner states eventually not accepted. Though the same was addressed to the address as found in the

Purchase Order, further it is noticed that Email has been sent with delivery receipt. Same must be taken to be sufficient for the purpose of communication of intention to seek reference of dispute to arbitration.

4. Perused the order passed by this court in CMP 402/2023 wherein identical Purchase Contract was relied upon referring the matter for arbitration. The court in the said order passed in CMP 402/2023 has referred to judgment in the case of ***Babanrao Rajaram Pund v. Samarth Builders and Developers and Another*** *reported in* ***(2022) 9 SCC 691.*** The court while taking note of the law laid down by the Apex Court has observed that the form of arbitration clause referred to in Section 7 does not mandate any particular form for the arbitration clause and it is the intention of referring to the arbitration which is a matter to be taken note of.

5. As noticed earlier, the Purchase Contract does contain reference to arbitration with venue mentioned as

Bangalore. Purchase Contract is signed by both parties. The presence of clause is in the form as extracted above.

6. Accordingly, it could be construed that in terms of Clause 7 as well as Section 7 of the Act that the Purchase Order is a contract with clause referring the dispute to arbitration. Hence, case is made out for referring the matter for arbitration.

7. Accordingly, the petition is allowed. The dispute is referred for redressal by way of arbitration.

8. Sri.S.G.Hiremath, Retired Senior Civil Judge, is appointed as the sole Arbitrator to enter into the said reference of Arbitration and act as the Sole Arbitrator in the present case in the Arbitration and Conciliation Centre (Domestic & International), Bengaluru, as per the Rules governing the said Arbitration Centre.

(i) All claims and contentions of any of the parties including jurisdiction, limitation, etc., are

left/kept open to be decided by the Arbitral Tribunal.

(ii) A copy of this order be sent forthwith to the Arbitration and Conciliation Centre (Domestic & International), Khanija Bhavan, Bengaluru, for proceeding further in the matter, on administrative side and also to Sri.S.G.Hiremath, Retired Senior Civil Judge, to the address available with the said Arbitration and Conciliation Centre (Domestic & International), Bengaluru.

(iii) Registry is directed to return all original documents produced by any of the parties after obtaining Photostat copies of the same.

Accordingly, the petition is disposed off.

Sd/-
(S SUNIL DUTT YADAV)
JUDGE

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